# CITY OF REDLANDS
## CITY COUNCIL
## SUCCESSOR AGENCY

# A G E N D A S

**FEBRUARY 7, 2023**

**EDDIE TEJEDA**
Mayor

**PAUL T. BARICH**
Mayor Pro Tempore

**DENISE DAVIS**
Council Member

**JENNA GUZMAN-LOWERY**
Council Member

**MARIO SAUCEDO**
Council Member

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**JEANNE DONALDSON**
City Clerk

**ROBERT DAWES**
City Treasurer

**CHARLES M. DUGGAN JR.**
City Manager

**YVETTE M. ABICH GARCIA**
City Attorney

5:00 p.m. Open Public Meeting, Public Comment (Closed Session)
6:00 p.m. Open Session (Public Meeting)
* * *
City Council Chambers
Civic Center, 35 Cajon Street, Redlands, California


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# A G E N D A

The following information comprises the agenda for the regular meetings of the City Council of the City of Redlands and the Board of Directors of the Successor Agency of the former Redevelopment Agency of the City of Redlands at the times noted below in the City Council Chambers, Civic Center, 35 Cajon Street, Redlands, California, on:

**TUESDAY, FEBRUARY 7, 2023**

**To join via Zoom on a computer, laptop, or smart device**
Please visit www.zoom.us, click on Join a Meeting
Enter the **Meeting ID 824 4618 0187**, then run the Zoom launcher
**To join via Zoom with audio only (cell phone or landline):**
Dial **1-877-853-5247**
Enter the **Meeting ID 824 4618 0187**

Should the City lose connectivity on Zoom, we will halt the meeting until it can be restored. To check on the status of remote connectivity in the event of an outage, go to the City's website at www.cityofredlands.org or to the City's Facebook page at @CityofRedlands or the Instagram page at @CityofRedlands_CityHall.

In the event the City cannot reestablish Zoom connectivity in a reasonable amount of time, the mayor will adjourn the meeting to a future date.

***PLEASE NOTE**:* Anyone desiring to speak on an agendized item at this meeting may do so during the consideration of that item. Due to time constraints and the number of persons who may wish to give oral testimony, public comments will be limited to three (3) minutes.

- **To provide comment while participating from Council Chambers:**
  - Although it is not required, speakers are encouraged to submit a "Speaker Sign Up Sheet" before the meeting is convened. Forms are available in the Office of the City Clerk or in Council Chambers.
  - After the meeting has convened, you may place the speaker form in the basket at the table along the north wall of the Chambers. Please do not disturb the City Clerk while the meeting is in progress.

- **To provide comment through Zoom (on a computer, laptop, or smart device)**:
  - Click the "Raise Hand" button and the moderator will unmute you when it is your turn to speak

- **To provide comment via audio only (cell phone or landline)**:
  - Dial *9 to "Raise Hand". The moderator will identify you by your area code and last 3 numbers of your telephone number when it is your turn to speak.



**PLEASE SILENCE CELL PHONES, PAGERS AND OTHER ELECTRONIC COMMUNICATION DEVICES UPON ENTERING THE CHAMBERS**

5:00 P.M.

A. **Call City Council Meeting to Order.**

B. **Recess until 6:00 P.M. Open Session**
(There are no Closed Session matters)


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6:00 P.M.

C. **Reconvene City Council Meeting**

D. ***Invocation by Mayor Pro Tem Barich - Pledge of Allegiance***
*(In keeping with long-standing traditions of legislative invocations, this City Council meeting may include a brief invocation. Such invocations are not intended to proselytize or advance any one, or to disparage any other, faith or belief. Neither the City nor the City Council endorses any particular religious belief or form of invocation.)*

E. **Presentations**

1. Redlands Pet Adoption (Redlands Animal Services)

2. Presentation of the Black History Month Proclamation to Human Relations Commissioner Kenneth Ford, and Jina Imani of the Artlands.

F. **Public Comment - City Council**
*(At this time, the City Council will provide an opportunity for the public to address them on any subject, within the jurisdiction of the City Council, which is not already scheduled on this agenda. However, any matter that requires action will be referred to staff for a report and possible action at a subsequent meeting. Comments will be limited to three {3} minutes.)*

G. **Consent Calendar**
*(The following routine items have been recommended for approval and will be acted upon simultaneously unless separate discussion and/or action is requested by a Councilmember or a member of the audience.)*

1. Approve minutes of the regular meeting of January 17, 2023 (City Clerk Donaldson)

2. Approve City Council Liaison assignments to the City's Boards, Commissions, Committees and Outside Agencies (Mayor Tejeda)

3. Authorize issuance of a proclamation declaring February 18, 2023 as the celebration of *Mahaparamashivaratri* in the City of Redlands as a gesture of support for those in our community who observe and celebrate this occasion (Mayor Tejeda)

4. Authorize issuance of a proclamation declaring the month of February to be Black History Month in the City of Redlands (Council Member Davis)

5. Adopt Resolution No. 8433 authorizing remote teleconference meetings by the City Council and all Boards, Commissions, and Committees of the City in accordance with Assembly Bill 361 (2021) for a period of 28 days or or until the City Council adopts a Subsequent Resolution in accordance with Government Code section 54953(e)(3) or until the Governor terminates the State of Emergency whichever occurs first (Council Member Davis)

6. Approve the Second Amendment to the Public Works Contract with Deark E&C, Inc. for the Orange Blossom Trail Phase 3 Project to extend the time for completion by sixty (60) calendar days (Municipal Utilities and Engineering Director Harris)


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7. Approve a Third Amendment to the Professional Services Agreement with Webb Municipal Finance, LLC increasing the total agreement amount to $86,500, and an additional appropriation of $33,577.59 (Development Services Director Desatnik)

8. Approve an addendum amending the existing State Plan of Operation between the State and the Redlands Police Department and authorize the Chief of Police to execute the addendum (Police Chief Catren)

9. Approve the Interlocal Agreement between the Town of Apple Valley, the Cities of Adelanto, Barstow, Chino, Colton, Fontana, Hesperia, Highland, Montclair, Ontario, Rancho Cucamonga, Redlands, Rialto, San Bernardino, Twentynine Palms, Upland, Victorville, and the County of San Bernardino Concerning Distribution of the 2022 Justice Assistance Grant Award, and an additional appropriation of $18,431 to the police department (Police Chief Catren)

10. Approve the purchase of a 2022 Vermeer Stump Grinder for the amount of $106,675.89 (Assistant City Manager Boatman)

11. Approve the request for commercial vendors and the temporary closure of State Street for the Art-On-State-Street event on March 19, 2023, and determination that the event is categorically exempt from environmental review pursuant to Section 15311 of the State's guidelines implementing the California Environmental Quality Act (Assistant City Manager Boatman)

12. Approve a sole source purchase with Citizen Communications DBA Recyclist for Solid Waste compliance software for the amount of $34,390 (Assistant City Manager Boatman)

13. Accept the California Market Match Program Grant through the Ecology Center in the amount of $5,200, approve an additional appropriation of $5,200, and approve an in-kind services match of $8,914.25 (Assistant City Manager Boatman)

14. Approve a First Amendment to the Public Works Contract with Armstrong Cal Builders, Inc. for the Joslyn Senior Center Renovation Project No. FCS10252021ER to extend the time for completion by one hundred fifty (150) calendar days and determine that the project is categorically exempt from environmental review pursuant to Section 15061 of the State's guidelines implementing the California Environmental Quality Act (Assistant City Manager Boatman)

15. Receive and file the Annual Report of the Citrus Preservation Commission by Chairman Michael Day (Assistant City Manager Boatman)

H. **Communications**

1. Conference Report- 2023 New Mayors and Council Members Academy (Council Member Saucedo)

2. Annual Report of the Airport Advisory Board by Chair Deborah Forthun and Vice Chair Jason Golembeski (Assistant City Manager Chris Boatman)

3. Presentation and submittal of a Letter of Intent, by Monique Arellano of SBCTA, regarding the San Bernardino Regional Housing Trust (Assistant City Manager Boatman)


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I. **New Business**

1. Consideration and possible action for the 2023-2024 Community Development Block Grant Program Year and authorization for submittal of the 2023-2024 Cooperating City Recommended Projects Form to the County of San Bernardino Community and Housing Division (Development Services Director Desatnik)

2. Consideration of the purchase and replacement of five solid waste collection vehicles from Rush Truck Centers in an amount not-to-exceed $2,278,102.70 (Assistant City Manager Boatman)

3. Consideration of a contract with Delta Electric LLC for an amount not-to-exceed $363,000 for the Prospect Park Lighting Upgrades Project, waive a minor error in the bid, acceptance of a donation in the amount of $363,000 from Friends of Prospect Park, approve an additional appropriation of the same, and determine that the project is exempt from environmental review pursuant to Section 15303(d) of the State's guidelines implementing the California Environmental Quality Act (Assistant City Manager Boatman)

J. **Individual Council Member Announcements and/or Reports on Activities**
*(No collective discussion or action.)*

K. **Adjournment**
The next regular meeting of the City Council will be held on February 21, 2023

L. **Successor Agency of the former Redevelopment Agency of the City of Redlands**

1. Call regular meeting of the Successor Agency Board of Directors to order.

2. **Public Comment**
*(At this time, the Agency Board will provide an opportunity for the public to address them on any subject, within the jurisdiction of the Successor Agency of the former Redevelopment Agency of the City of Redlands, which is not already scheduled on this agenda. However, any matter that requires action will be referred to staff for a report and possible action at a subsequent meeting. Comments will be limited to three {3} minutes.)*

3. Approve the regular meeting minutes of December 6, 2022 (Secretary Donaldson)

4. Adjourn Successor Agency Board of Directors' meeting
The next regular meeting of the Agency will be held on March 7, 2023


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*If you challenge any proposed development entitlement listed on this agenda in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City Council at or prior to this public hearing.*

*In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact Goutam Dobey, of the Municipal Utilities and Engineering Department at (909) 798-7584 ext 2. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.*

*(28 CFR 35.102-35.104 ADA Title II)*

*Any writings or documents distributed to a majority of the City Council regarding an open session agenda item less than 72 hours before this meeting are available for public inspection at the City Clerk's Office or at the dais of the City Clerk once the open session begins.*

*Staff reports or other written documentation relating to items referred to on the agenda are available at the A. K. Smiley Public Library, 125 West Vine Street, Redlands, California, and on the City's website referenced below.*

*Regular meetings are televised live on Redlands TV Channel 3 (Spectrum) and Channel 35 (Frontier) and re-broadcast at 7:00 P.M. the following Wednesday, Friday and Sunday; and at 9:00 A.M. Thursday, Saturday and Monday. Meetings are also streamed live and archived for later viewing on demand on the City's website at www.cityofredlands.org. Agendas, staff reports and minutes of the City Council of the City of Redlands are available online at: www.cityofredlands.org.*



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**City Council/Successor Agency Meeting** **G. 1.**

**DATE:** 02/07/2023

**TO:** Honorable Mayor and City Council Members

**SUBJECT:** Approve minutes of the regular meeting of January 17, 2023 (City Clerk Donaldson)

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**MOTION:**

I move to approve the regular meeting minutes of January 17, 2023.

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**Attachments**

Regular meeting minutes of January 17, 2023

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# MINUTES

Regular meetings of the City Council and the Redlands Financing Authority of the City of Redlands held in the Council Chambers, Civic Center, 35 Cajon Street, on January 17, 2023 at 5:00 P.M.

Present: Eddie Tejeda, Mayor
Paul Barich, Mayor Pro Tempore
Denise Davis, Council Member
Jenna Guzman-Lowery, Council Member
Mario Saucedo, Council Member

Staff: Charles M. Duggan, Jr., City Manager; Yvette M. Abich Garcia, City Attorney; Jeanne Donaldson, City Clerk; Janice McConnell, Assistant City Manager; Chris Boatman, Assistant City Manager; Carl Baker, Public Information Officer; Chris Catren, Police Chief; Danielle Garcia, Management Services/Finance Director; Brian Desatnik, Development Services Director; John Harris, Municipal Utilities and Engineering Director; Rich Sessler, Fire Chief

Mayor Tejeda called the meeting to order and explained that comments could be presented in-person, via Zoom, via cell phone or landline. He offered the public an opportunity to provide comment on any item on the agenda for the closed session.

PUBLIC COMMENT

None forthcoming

CLOSED SESSION

Conference with labor negotiator - Government Code §54957.6
(Assistant City Manager McConnell)

| | |
|---|---|
| Agency Negotiator: | Laura Kalty, Liebert Cassidy Whitmore; Janice McConnell; Tommi Ng, Danielle Garcia |
| Employee Organizations: | Redlands Association of Department Directors<br>Redlands Association of Management Employees<br>Redlands Association of Mid-Management Employees<br>Redlands Association of Safety Management Employees<br>Redlands Association of Fire Management Employees<br>Redlands Police Officers Association<br>Redlands Professional Firefighters Association<br>Redlands Civilian Safety Employees<br>Teamsters Local 1932 Redlands Chapter |

Conference with legal counsel: Existing Litigation - Government Code §54956.9(d)(1) (City Attorney Garcia)

a. Lydia Rodriguez v. City of Redlands, San Bernardino Superior Court Case No. CIVDS1935452

b. Neitzel v. City of Redlands, San Bernardino Small Claims Case No. SCVA2203323

## RECONVENE CITY COUNCIL MEETING

The meeting reconvened at 7:10 P.M. with an invocation by Council Member Davis followed by the pledge of allegiance to the American flag.

## CLOSED SESSION REPORT

City Attorney Abich Garcia announced that no reportable action was taken during the closed session.

## PRESENTATIONS

### Redlands Pet Adoption

Animal Services Supervisor Jodi Kroeger and Animal Services Officer Trevor Houser introduced "Hercules", a one-year-old male Pit Bull mix who is available for adoption, along with thirty-six other dogs and two cats at the Redlands Animal Shelter. Ms. Kroeger informed the Council there had been thirty dogs and nineteen cats adopted since December 1, 2022.

### Proclamation Recognizing UofR Men's Water Polo Team

Mayor Pro Tem Barich presented a Proclamation recognizing the University of Redlands Men's Water Polo Team to University President Krista Newkirk, Head Coach Ryan Hall, and all the players, who were congratulated for winning the USA Water Polo Division III Collegiate National Championship on December 4, 2022.

## PUBLIC COMMENT

Homelessness- Luis Camargo complained about the blatant drug use and aggressive nature of some of the homeless population and he said at times, he feared for his safety.

Airport Access - Allen O'Neil, of Past Pleasures Car Club, requested the City consider granting him access to the Redlands Municipal Airport to offer people with disabilities a chance to see the airport. He invited everyone to attend the Club's monthly car shows held the 1st Fridays from April to November in Yucaipa.

Homeless & Small Businesses - Deborah and Stanford Martin, as small business owners, expressed concerns about the growing homeless population in Redlands. They were disappointed that homelessness even exists in one of the richest nations of the world and they urged the Council to do everything they can to address the matter.

North Side History - Andy Hoder offered several nuggets of history concerning the early days of Redlands, focusing particularly on the north side of town.

CONSENT CALENDAR

Minutes

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, the regular meeting minutes of December 20, 2022.

**Vote:** 5 - 0 Passed

Proclamation Recognizing U of R Men's Water Polo Team

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, the issuance of a proclamation to the University of Redlands Men's Water Polo Team.

**Vote:** 5 - 0 Passed

Resolution No. 8430 Remote Teleconference Meetings

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, Resolution No. 8430 authorizing remote teleconference meetings by the City Council and all Boards, Commissions, and Committees of the City in accordance with Assembly Bill 361 (2021) for a period of 30 days.

**Vote:** 5 - 0 Passed

Ordinance No. 2953 Selection of Mayor and Mayor Pro Tempore

On December 20, 2022, Council Members approved to introduce Ordinance No. 2953, to change Chapter 2.02 of the Redlands Municipal Code relating to the selection of the Mayor and Mayor Pro Tempore and their respective terms of office and tonight's item was to consider the final adoption of the ordinance. As public comment, Andy Hoder questioned the ordinance verbiage concerning council member compensation, thought it confusing, and he opposed increasing the monthly stipend. John Roach agreed with the rotation methodology for selecting the Mayor but he was concerned that the ordinance was tied to a resolution identifying the selection details, which only requires a one-step approval process to amend or revise.

City Attorney Abich Garcia clarified that the ordinance amended the section related to the Mayor and Mayor Pro Tem selection process and did not amend the section addressing Council Member compensation, but rather the compensation section restated what had already been adopted last year. Council Member Saucedo reiterated that he preferred the current methodology which provides for a more democratic process instead of declaring someone mayor, simply by default. Council Member Davis said the rotation schedule was fair and in alignment with other cities nearby. Mayor Pro Tem Barich suggested the

possibility of tabling the item but there was no consensus. Mayor Tejeda added he had a productive conversation with Council Member Davis and he better understood her reasons for moving to a rotation system and he said he would support it.

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Denise Davis, the City Council unanimously adopted, by roll call vote, Ordinance No. 2953, (Second Reading), changing Chapter 2.02 of the Redlands Municipal Code relating to the selection of the Mayor and Mayor Pro Tempore and their respective terms of office.

**Vote:** 4 - 1 Passed

NAY: Council Member Mario Saucedo

Settlement Agreement Disclosure

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, the public disclosure of details of an Agreement of Settlement and General Release between the City of Redlands and Lydia Rodriguez. Under the terms of the agreement, the City agrees to pay Ms. Rodriguez $75,000.00 to settle and dispose of disputes and controversies associated with a civil action pending in the San Bernardino Superior Court and entitled Lydia Rodriguez v. City of Redlands, et al., Case No. CIVDS 1935452.

**Vote:** 5 - 0 Passed

RASME Side Letter Agreement

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, a Side Letter Agreement between the City and the Redlands Association of Safety Management Employees (RASME). The agreement will provide for a $3,500 retention bonus for its employees. All other provisions of the Memorandums of Understanding between the City and RASME are unaffected by this agreement.

**Vote:** 5 - 0 Passed

Amending Professional Services Agreement Inclusionary Housing Program

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, the First Amendment to the sole source Professional Services Agreement with Keyser Marston Associates, Inc., to extend the term end date to June 30, 2023, allowing for the continued performance of professional services associated with the creation of an Inclusionary Housing program.

**Vote:** 5 - 0 Passed

Receive and File PARIS Program Annual Report

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, to receive and file Pavement Accelerated Repair Implementation Strategy (PARIS) Program Annual Report.

**Vote:** 5 - 0 Passed

Amending Professional Services Agreement for Citywide Left-Turn Pocket Study

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously determined, by roll call vote, approval of the First Amendment to the Professional Services Agreement with KOA Corporation for the Citywide Left-Turn Pocket Study is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; and approved the First Amendment to the Professional Services Agreement with KOA Corporation for the Citywide Left-Turn Pocket Study. Staff discovered additional traffic counts were necessary and KOA agreed to complete the additional work for a total cost of $9,000, increasing the Agreement's not-to-exceed value to $108,905.

**Vote:** 5 - 0 Passed

Resolution No. 8431 Support of Yucaipa Valley Water District Annexation

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, Resolution No. 8431 supporting the annexation of Assessor Parcel Number 0300-241-16-0000 by the Yucaipa Valley Water District for potable water, recycled water, and wastewater utility services.

**Vote:** 5 - 0 Passed

Bear Valley Mutual Water Company Stock Purchase Agreement

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, the Bear Valley Mutual Water Company Stock Purchase Agreement with Erin Barnum.

**Vote:** 5 - 0 Passed

Professional Services Agreement Coyote Mitigation Services

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously determined, by roll call vote, that approval of the Professional Services Agreement with Wildlife Management Professionals is exempt from environmental review pursuant to Section 15061 of the State's guidelines implementing the California Environmental Quality Act; and approved the Professional Services Agreement and a Single Source Purchase Order with Wildlife Management Professionals, Inc, for an amount not-to-exceed $24,000 for coyote mitigation services.

**Vote:** 5 - 0 Passed

In-Kind Request Downtown Redlands Artwalk Event

Assistant City Manager Boatman introduced the request from Kid's Cures Foundation for in-kind support for $5,554, street closures and the sale of alcoholic beverages related to the Downtown Redlands Artwalk event to be held on March 26, 2023. As public comment, Dennis Bell questioned why an out-of-town organization was requesting to close streets in downtown Redlands and he thought the in-kind support was a waste of the public's money. Janelle Guerrero pointed out that Stronger Together Now also requested this date and there was a potential conflict. Jessie K, coordinator of the Artwalk, said the October event held last year was a great success and brought awareness to the Kid's Cures Foundation. Staff received the Artwalk application before the request from Stronger Together Now.

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Denise Davis, the City Council unanimously determined, by roll call vote, that approval of the event is exempt from environmental review pursuant to Section 15311(c) of the state's guidelines implementing the California Environmental Quality Act; authorized and approved a request for in-kind support in the amount of $5,544 related to this event; authorized the temporary closure of East State Street from Orange Street to 7th Street and 5th Street from Redlands Boulevard to State Street on March 26, 2023; and approved the request for the sale and consumption of alcoholic beverages in Ed Hales Park.

**Vote:** 5 - 0 Passed

Redlands Bowl Electrical &Theatrical Lighting Upgrade Contract Amendment

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, the First Amendment to the Public Works Contract with My Electrician Inc. for the Redlands Bowl Electrical and Theatrical Lighting Upgrade Project, to extend time for completion by ninety (90) calendar days.

**Vote:** 5 - 0 Passed

Senior Center Outdoor Dining Facilities Construction Project Contract Amendment

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously determined, by roll call vote, that approval of the agreement is exempt from an environmental review pursuant to Section 15061 of the State's CEQA guidelines; and approved the Second Amendment to the Public Works Contract with DEARK E&C, INC. for the Senior Center Outdoor Dining Facilities Construction Project to extend the time for completion by sixty (60) calendar days.

**Vote:** 5 - 0 Passed

Wildlife Hazard Assessment & Wildlife Hazard Management Plan

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Mario Saucedo, the City Council unanimously determined, by roll call vote, that approval of the agreement with Coffman Associates, Inc. is categorically exempt from environmental review pursuant to Section 15306 of State's guidelines implementing the California Environmental Quality Act; approved an additional appropriation in the amount of $98,650 from the Airport Projects and Grants fund; and approved a Professional Services Agreement and Single Source Purchase Order with Coffman Associates, Inc. for an amount not to exceed $98,650, to conduct a wildlife hazard assessment and prepare a wildlife hazard management plan.

**Vote:** 5 - 0 Passed

Stronger Together Now Giving Sundays Events Ed Hales Park

Assistant City Manager Boatman reviewed the request from Stronger Together Now for in-kind support and for commercial vendors and the temporary closure of a portion of 5th Street for the Stronger Together Now Giving Sundays within Ed Hales Park on January 29, 2023, February 26, 2023, March 26, 2023, April 30, 2023, September 24, 2023, October 22, 2023, and November 19, 2023. Council Members Davis and Guzman-Lowery supported the request and appreciated how Stronger Together Now events bring life and vitality to the downtown area. As public comment, Janelle Guerrero, of Stronger Together Now, stated the group strives to accommodate the needs of the community while also minimizing the traffic and parking impacts, and she agreed to find a different date in March for Giving Sunday. Jessie, of Kid's Cures Foundation, recognized the value of the Stronger Together Now events.

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Denise Davis, the City Council unanimously determined, by roll call vote, that these events are categorically exempt from environmental review pursuant to Section 15311 of the State's guidelines implementing the California Environmental Quality Act; authorized the closure of a portion of N. 5th Street from 11:00 a.m. to 7:00 p.m. on January 29, 2023, February 26, 2023, April 30, 2023, September 29, 2023, October 22, 2023, and November 19, 2023; approved the expenditure of City resources and in-kind support in the amount of $7,938 related to the events; and directed staff to find a new March date that will not conflict with the Downtown Artwalk event scheduled for March 26, 2023.

**Vote:** 5 - 0 Passed

Landfill Hydrogeologic Support Agreement

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously determined, by roll call vote, that approval of this Agreement is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; and approved a Professional Services Agreement with Geo-Logic Associates, Inc., for Landfill Hydrogeologic Support at the California Street Landfill for an amount not-to-exceed $79,642 for a period of one year, with two additional one-year renewal options for a total amount not-to-exceed $240,040.

**Vote:** 5 - 0 Passed

## COMMUNICATIONS

### National Community Survey Results

Project Manager Ross Wittman provided a brief report regarding the National Community Survey (NCS) and introduced Joe Dell'Olio, Senior Survey Associate at Polco who presented an overview of the results. The NCS includes standard questions and custom questions for measuring resident satisfaction levels and perceptions about the quality of local government services. The standardized portions of the NCS allow Polco to provide benchmark comparisons to any of the hundreds of communities who have conducted the survey. The results of the 2021 NCS were presented to the City Council in November 2021. To effectively gauge resident's continued satisfaction with City services, in February 2022, the City again contracted with Polco to conduct the 2022 NCS.

In early September, the 2022 survey instrument was distributed to a randomly selected sample of Redlands residents, representative of the City's demographics and spread equitably among each of the five City Council election districts. On October 5, 2022, the survey was opened to general participation for all members of the community. Data collection ended on October 19, 2022 and during the months of October and November, Polco compiled the results.

The NCS captured residents' opinions by considering ten central facets of a community, including Economy, Mobility, Community Design, Utilities, Safety, Natural Environment, Parks and Recreation, Health and Wellness, Education, Arts, and Culture, Inclusivity and Engagement The report provides the opinions of a representative sample of 339 residents of the City of Redlands collected from August 31st, 2022 to October 19th, 2022. The margin of error around any reported percentage is 5.2% for all respondents and the response rate for the 2022 survey was 13%. Survey results were weighted so that the demographic profile of respondents was representative of the demographic profile of adults in Redlands.

As public comment, Dennis Bell admitted he did not take the survey because he considered it rigged and a waste of taxpayer money. Mr. Dell'Olio and Council Members briefly discussed items such as survey methods, weighted responses, random sampling and general conclusions drawn from the results. Council Members appreciated the report as it will be a useful tool to guide the City moving forward.

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Denise Davis the City Council unanimously approved, by roll call vote, to receive and file the presentation on the results of a National Community Survey (NCS) conducted by Policy Confluence Inc. dba Polco.

**Vote:** 5 - 0 Passed

## NEW BUSINESS

Contract Award 2022 CIP Water Pipeline Replacement Project

Municipal Utilities and Engineering Director Harris reviewed a construction contract with Tryco General Engineering for the 2022 CIP Water Pipeline Replacement Project, to replace approximately 3.5 miles of aging and deteriorated water pipelines. Each year, a portion of revenues generated through water utility rates is used to replace aging water pipelines throughout the City.

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Denise Davis, the City Council unanimously determined, by roll call vote, that approval of a Construction Contract and construction of the 2022 CIP Water Pipeline Replacement Project are categorically exempt from environmental review in accordance with Section 15302 of the State's guidelines implementing the California Environmental Quality Act; approved the 2022 CIP Water Pipeline Replacement Project plans and specifications; and approved a Construction Contract with Tryco General Engineering for an amount not-to-exceed $4,744,111.

**Vote:** 5 - 0 Passed

2023 Fourth of July Celebration Contribution

Assistant City Manager Boatman offered background on the request from the Redlands 4th of July Committee to approve a contribution of $30,000 in anticipation of the 2023 Fourth of July Celebration to be held again at Moore Middle School. This cost represents only a portion of the total cost for fireworks, as the Committee reported the overall show costs in excess of $100,000. The City recognizes the value of partnering with non-profit agencies and organizations to support programs that provide a community benefit, including drawing visitors into the City, encouraging tourism and economic benefits, as well as generating goodwill with the Redlands community. Last year, the Council expressed interest in relocating the event back to the University due to its central location but the Committee determined that the University was not ideal for two reasons: 1) a new scoreboard limits the ground fireworks visibility for the audience in certain seating areas; and 2) costs are significantly higher due to additional security and amenities that are needed.

As public comment, Dennis Bell thought last year's ticket sales were dismal at only 750 tickets sold. Andy Hoder said he regularly attended the event when it was held at the University location, and he suggested that ticket sales should offset the cost of the show. He wondered if there were other sources of revenue to meet the increased costs. Mayor Pro Tem Barich voiced concerns about the reliability of the fireworks vendor contracted by the Committee. Council Members Guzman-Lowery and Davis said their constituents thought Moore Middle School was not centrally located and, instead, recommended the event be moved back to the University. Council Member Saucedo supported the event but suggested this item should have been brought to Council sooner to allow for more thoughtful discussion. Mayor Tejeda was willing to approve the $30,000 contribution for this year's event but did not want the Committee to turn this into an annual request. Event coordinator Tim Murone clarified that the fees charged by the University of Redlands were simply too high and, at $37,000, would force the Committee to double the contribution request to

$67,000. Based on these costs, he said Moore Middle School was a more reasonable option.

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Mario Saucedo, the City Council approved, by roll call vote, a contribution of $30,000 for the 2023 Fourth of July Celebration to be paid to the Redlands 4th of July Committee and determined that the financial support serves a public benefit.

**Vote:** 5 - 0 Passed

COUNCIL MEMBER ANNOUNCEMENTS AND ACTIVITIES

Mayor Tejeda thanked his colleagues for their support and selecting him as the new Mayor.

Council Member Guzman-Lowery expressed her appreciation of City staff and especially those focusing on addressing homelessness.

Council Member Saucedo was proud to attend the MLK event hosted by The Village, Second Baptist Church of Redlands and the All-Campus Peace Walk at the University of Redlands honoring the legacy of Dr. Martin Luther King Jr.

ADJOURNMENT

There being no further action required the meeting adjourned at 8:55 P.M. The next regular meeting of the City of Redlands City Council will be held on February 7, 2023.

REDLANDS FINANCING AUTHORITY

Chairperson Tejeda called the meeting to order and offered anyone present the opportunity to address the Board on any subject not already on the agenda, within the jurisdiction of the Redlands Financing Authority.

PUBLIC COMMENT

None forthcoming

Minutes

On motion of Vice Chair Barich, seconded by Board Member Guzman-Lowery, the minutes of the regular meeting of September 20, 2022 were unanimously approved, by roll call vote.

**Vote**: 5 - 0 Passed

ADJOURNMENT

There being no further business, the Redlands Financing Authority adjourned at 8:56 P.M. The next regular meeting of the Agency will be held on May 16, 2023.

**City Council/Successor Agency Meeting** **G. 2.**

**DATE:** 02/07/2023

**TO:** Honorable Mayor and City Council Members

**SUBJECT:** Approve City Council Liaison assignments to the City's Boards, Commissions, Committees and Outside Agencies (Mayor Tejeda)

---

**MOTION:**

I move to approve the City Council liaison assignments to the City's boards, commissions, committees and outside agencies as recommended by Mayor Tejeda.

**RECOMMENDATION:**

It is recommended by Mayor Tejeda that the City Council consider the liaison assignments as represented in the attached table titled “2023 City of Redlands Commissions/Boards/Committees.”

**DISCUSSION:**

Subsequent to the City's General Municipal Election and reorganization of the City Council, it is necessary to coordinate new Council liaison assignments to the City's boards, commissions, committees and outside agencies. Mayor Tejeda has reviewed the list and has provided his recommendation for the new liaison assignments, which are reflected in the attached table for the Council's consideration.

**SUBMITTED BY:**
Janice McConnell, Assistant City Manager

**REVIEWED BY:**
Charles M. Duggan, Jr., City Manager

**PREPARED BY:**
Jennifer Macias, Management Analyst

## Attachments

2023 City of Redlands Commissions/Boards/Committees

# 2023 CITY OF REDLANDS COMMISSIONS/BOARDS/COMMITTEES

**Commissions and Committees created by Ordinance or Resolution of the City of Redlands -** *These are City sponsored and staffed committees that are appointed by the Council and subject to the Brown Act*

| COMMISSION/BOARD | MEETING TIME | MEETING MONTHS | STAFF LIAISON | COUNCIL LIAISON | |
|---|---|---|---|---|---|
| | | | | PRIMARY | ALTERNATE |
| Airport Advisory Board | 3rd Thursday 6 p.m. | Monthly | Adarian (AJ) Lawson 557-8520 (Facilities and Community Services) | Barich | Saucedo |
| Citrus Preservation Commission | 2nd Tuesday 4 p.m. | Monthly | Tricia Swope 335-4701 (Facilities and Community Services) | Guzman-Lowery | Davis |
| Cultural Arts Commission | 2nd Monday 4 p.m. | Jan / Mar / May/ Jul / Sept / Nov | Tricia Swope 335-4701 (Facilities and Community Services) | Guzman-Lowery | Davis |
| Historic and Scenic Preservation Commission | 1st Thursday 6 p.m. | Monthly | Brian Foote, 798-7562 (Development Services) | Davis | Barich |
| Human Relations Commission | 2nd Monday 6:30 p.m. | Jan / Mar / May Jul / Sept / Nov | Beatris Ordaz; 798-7534 (Human Resources) | Guzman-Lowery | Saucedo |
| Library Board | 2nd Tuesday 5 p.m. | Monthly | Don McCue, 798-7565 (Library) | Barich | Saucedo |
| Municipal Utilities/Public Works Commission | 1st Monday 4 p.m. | Feb / Apr / Jun Aug / Oct / Dec | Johana Silva, 798-7584x4 (Municipal Utilities and Engineering) | Saucedo | Tejeda |
| Parks & Recreation Advisory Commission | 2nd Thursday 4 p.m. | Jan / Mar / May Jul / Sept / Nov | Don Craw 798-7304 (Facilities and Community Services) | Tejeda | Guzman-Lowery |
| Planning Commission | 2nd & 4th Tuesday 4 p.m. | Monthly | Brian Desatnik, 798-7598 (Development Services) | Tejeda | Barich |

| | | | | | |
|---|---|---|---|---|---|
| Street Tree Committee | 4th Thursday 5:30 p.m. | Feb / Apr / Jun<br>Aug / Oct / Dec | Erik Reeves 798-7570<br>(Facilities and Community Services) | Tejeda | Guzman-Lowery |
| Traffic & Parking Commission | 4th Thursday 6 p.m. | Jan / Mar / May<br>Jul / Sept / Nov | Johana Silva 798-7582<br>Sergeant Jeremy Floyd<br>((Municipal Utilities and Engineering, and PD) | Davis | Guzman-Lowery |
| Utilities Advisory Committee | As needed on biannual basis | As needed | Johana Silva, 798-7584x4<br>(Municipal Utilities and Engineering) | n/a | n/a |

**Regionally significant boards and commissions** - *These positions may require staff coordination and technical support for specific policy areas where we are working with regional partners and stakeholders.*

| COMMISSION/BOARD | MEETING TIME / LOCATION | LIAISON | ALTERNATE |
|---|---|---|---|
| OMNITRANS | 1st Wednesday; 8:00 a.m<br>1700 W. Fifth Street, San Bernardino | Davis | Saucedo |
| SBCTA | 1st Wednesday; 9:00 a.m.<br>(after Omnitrans)<br>1170 W. Third Street, San Bernardino | Barich | Saucedo |
| League of California Cities, Legislative Task Force | 3rd Wednesday every other month<br>10:00 a.m.<br>Ontario City Hall | Davis | Barich<br>(None Required) |
| Southern California Association of Governments (SCAG) | 1st Thursday; 9:00 a.m.<br>818 W. 7th Street, 12th Floor - LA | This is an elected position among the cities of Loma Linda, Redlands, Colton, and Grand Terrace | |
| CONFIRE Board of Directors | As Needed | Davis | Tejeda |
| Santa Ana River Wash Committee | As Needed<br>SB Water Conservation District<br>1630 W. Redlands Blvd., Ste A<br>Redlands, CA 92373 | Saucedo | Tejeda |
| Water Policy Advisory Commission | As Needed<br>380 E Vanderbilt Way<br>San Bernardino | Saucedo | Barich |
| San Bernardino County Solid Waste Advisory Task Force (SWAT) | April and October and As Needed | Davis | Saucedo |

**Council appointments to community organizations -** *These positions require little or no staff support but could generate Council announcements and communications during the agenda.*

| ORGANIZATION | MEETING TIME / LOCATION | LIAISON | ALTERNATE |
|---|---|---|---|
| Redlands Chamber of Commerce | 3rd Wednesday; 8:00 a.m.<br>Ayres Hotel – 1015 W. Colton Ave | Saucedo | Barich |
| Redlands Service Club Council | 1st Thursday; 10:00 a.m.<br>City Hall, 35 Cajon Street, Suite 200 | Saucedo | Tejeda |
| Redlands Conservancy | as needed | Barich | Saucedo |
| Inland Empire Economic Partnership | Quarterly All Divisions Meeting<br>7:30-9:00a.m. - CSUSB | Saucedo | Tejeda |
| Interagency Council on Homelessness | 4th Wednesday; 9:00 a.m.<br>850 E. Foothill Blvd, Rialto | Guzman-Lowery | Davis |

**City Council Appointed Ad Hoc Committees** - *These committees are established by the Council and are comprised of two representatives meeting in limited duration, with staff support, and are not subject to the Brown Act*

| COMMITTEE | MEETING TIME | COUNCIL REPRESENTATIVES |
|---|---|---|
| Coronavirus – COVID-19 (March 17, 2020) | Tejeda | Barich |

| COMMITTEE | MEETING TIME | COUNCIL REPRESENTATIVES |
|---|---|---|
| Market Night Committee (June 7, 2022) | Tejeda | Barich |

**City Council/Successor Agency Meeting** **G. 3.**

**DATE:** 02/07/2023

**TO:** Honorable Mayor and City Council Members

**SUBJECT:** Authorize issuance of a proclamation declaring February 18, 2023 as the celebration of *Mahaparamashivaratri* in the City of Redlands as a gesture of support for those in our community who observe and celebrate this occasion (Mayor Tejeda)

---

**MOTION:**

I move to authorize issuance of a proclamation declaring February 18, 2023 as the celebration of *Mahaparamashivaratri* in the City of Redlands.

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**Attachments**

Proclamation - Mahaparamashivaratri 2023

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# PROCLAMATION

## *Mahaparamashivaratri 2023*

**WHEREAS,** The City of Redlands strives to be a community that is inclusive of all racial, ethnic and religious groups and their cultural and traditional observances and celebrations; and

**WHEREAS,** The 2020 Census identified 8.5 percent of residents of Redlands identify as Asian American and Pacific Islander, including many of the Hindu faith; and

**WHEREAS,** February 18, 2023 marks the auspicious day of *Mahaparamashivaratri*, which is the preeminent annual Hindu cultural and spiritual celebration observed by millions of Hindus worldwide; and

**WHEREAS** *Mahaparamashivaratri* may be observed by residents of Redlands and members of our AAPI community through various ancient indigenous and sacred cultural traditions; and

**NOW, THEREFORE, BE IT RESOLVED** that The City of Redlands and this city council proclaim **February 18th, 2023,** as the celebration of *Mahaparamashivaratri* as a gesture of support for those persons in our community who observe and celebrate this occasion.

**IN WITNESS WHEREOF,** we hereunto affix our signatures and Official Seal of the City of Redlands on this 7th day of February 2023.

_____

Eddie Tejeda, Mayor

*Attest:*

_____

Jeanne Donaldson, City Clerk

**City Council/Successor Agency Meeting** **G. 4.**

**DATE:** 02/07/2023

**TO:** Honorable Mayor and City Council Members

**SUBJECT:** Authorize issuance of a proclamation declaring the month of February to be Black History Month in the City of Redlands (Council Member Davis)

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**MOTION:**

I move to authorize the issuance of a Proclamation declaring the month of February to be Black History Month in the City of Redlands.

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**Attachments**

Black History Month 2023

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# PROCLAMATION

## *Black History Month*

**WHEREAS,** Black History Month, celebrated annually during the month of February, was created by Carter G. Woodson in 1926 to highlight the contributions and accomplishments made by the Black community to our Nation, which until then had been omitted; and

**WHEREAS**, ISRAEL BEAL, born into slavery April 10, 1848, was freed from slavery by the Emancipation Proclamation issued by President Abraham Lincoln in 1863 and served as a teamster who traveled with the U.S. Army. He was a Redlands pioneer, property owner, builder, and business owner, also contributing to the construction of early churches in Redlands, the City's reservoir, the original Big Bear Dam, and planting the 160-acre vineyard which now makes up part of the University of Redlands campus; and

**WHEREAS,** the City of Redlands takes this month to recognize the oldest and first African American Church in the San Bernardino Valley, the Second Baptist Church, founded in 1891 and incorporated in 1899, which has provided in its subsequent 130 years much needed spiritual leadership and resources within the Redlands community regardless of race, ethnicity, or class; and

**WHEREAS,** Music Changing Lives has been a positive force in the Redlands Community since 2009. Their work offers the highest quality music and art enrichment programs paired with academic support to underprivileged and at-risk youth. Their presence at the Community Center along with their impact on mural projects in Redlands has greatly improved the lives of so many in our City. They continue to serve the city in a way that honors and uplifts the importance of diversity, equity, and inclusion; and

**WHEREAS,** we too take this time to recognize the historic accomplishments of the founders and writers for the Colored Citizen, a local monthly periodical founded in July 1905 and published through December 1906, which highlighted the African American community and preserved history at a time when there were no Black public officials, nor other local publications touting the accomplishments of people of color; and

**WHEREAS,** in our recognition of Black History Month and these great local accomplishments, we reflect on the large strides that we have made to ensure freedom for all people regardless of race, color, or creed in the pursuit of life, liberty, and happiness;

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Redlands hereby declares the month of February 2023 as Black History Month, and hereby encourages its residents to fight racism, intolerance and prejudice through education, kindness, compassion, and understanding.

**IN WITNESS WHEREOF**, we hereunto affix our signatures and Official Seal of the City of Redlands on this 7th day of February 2023.

_____

Eddie Tejeda, Mayor

_____

Denise Davis, Council Member

*Attest:*

_____

Jeanne Donaldson, City Clerk

**City Council/Successor Agency Meeting** **G. 5.**

**DATE:** 02/07/2023

**TO:** Honorable Mayor and City Council Members

**SUBJECT:** Adopt Resolution No. 8433 authorizing remote teleconference meetings by the City Council and all Boards, Commissions, and Committees of the City in accordance with Assembly Bill 361 (2021) for a period of 28 days or or until the City Council adopts a Subsequent Resolution in accordance with Government Code section 54953(e)(3) or until the Governor terminates the State of Emergency whichever occurs first (Council Member Davis)

---

**MOTION:**

I move to adopt Resolution No. 8433.

**DISCUSSION:**

On January 17, 2023, the City Council adopted Resolution No. 8430 authorizing remote teleconference meetings by the City Council and all Boards, Commissions, and Committees of the City in accordance with Assembly Bill 361 (2021) for a period of 30 days ending February 15, 2023. AB 361, signed into law on September 16, 2021, amends Government Code Section 54953 to provide the authority and specific requirements for public agencies to hold virtual meetings during a proclaimed state of emergency and remain in compliance with the Brown Act.

In accordance with Government Code Section 54953 (e)(3), the City Council must review the need and make findings for continuing the teleconferencing as authorized by AB 361 at least once every thirty days until the Governor terminates the state of emergency. With the adoption of Resolution No. 8433, the City Council is reaffirming its findings and compliance with AB 361 for an additional 28 days ending March 7, 2023.

**SUBMITTED BY:**
Council Member Denise Davis

## Attachments

Reso. 8433 Teleconference Meeting

RESOLUTION NO. 8433

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS AUTHORIZING REMOTE TELECONFERENCE MEETINGS BY THE CITY COUNCIL AND ALL BOARDS, COMMISSIONS, AND COMMITTEES OF THE CITY IN ACCORDANCE WITH ASSEMBLY BILL 361 (2021) FOR A PERIOD OF THIRTY DAYS

WHEREAS, COVID-19 (also known as the "Coronavirus Disease") is a respiratory disease that has spread across the globe, with thousands of confirmed cases in California, including within the City of Redlands ("City"); and

WHEREAS, on January 31, 2020, the United States Secretary of Health and Human Services declared a public health emergency based on the threat caused by COVID-19, and the President of the United States issued a proclamation declaring a national emergency concerning COVID-19 beginning March 1, 2020; and

WHEREAS, in response to COVID-19, the Governor of the State of California issued a proclamation of a state of emergency on March 4, 2020; and

WHEREAS, the City Council of the City adopted a proclamation of a local emergency related to the COVID-19 virus on March 17, 2020; and

WHEREAS, the City is committed to preserving and fostering public access, transparency, observation, and participation in meetings of the City Council and City boards, commissions, and committees (hereafter collectively referred to as "legislative bodies;") and

WHEREAS, all meetings of the City Council and legislative bodies are open and public as required by the Ralph M. Brown Act ("Brown Act") (Government Code section 54950 *et seq*.), so that any member of the public may attend, observe, and participate in a meaningful way; and

WHEREAS, Government Code section 54953(b)(3) of the Brown Act allows a local legislative body to hold public meetings by teleconference and to make public meetings accessible telephonically or otherwise electronically to all members of the public seeking to attend and to address the local legislative body, as long as the following requirements are met:

1. Each teleconference location from which a member is participating is noticed on the agenda;
2. Each teleconference location is accessible to the public;
3. Members of the public must be able to address the body at each teleconference location;
4. At least one member of the legislative body must be physically present at the location specified in the meeting agenda; and
5. During teleconference meetings, at least a quorum of the members of the local body must participate from locations within the local body's territorial jurisdiction; and

WHEREAS, the Brown Act, as amended by AB 361 (2021), at Government Code section 54953(e), allows for remote observation and participation in meetings by members of a legislative

body and members of the public without compliance with the requirements of Government Code section 54953(b)(3), subject to certain conditions; and

WHEREAS, the initial required condition of Government Code section 54953(b)(3) is a declaration of a state of emergency by the Governor pursuant to the California Emergency Services Act at Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state and within the boundaries of the City, caused by conditions as described in Government Code section 8558; and

WHEREAS, the Governor's proclamation of a state of emergency includes area within the jurisdictional boundaries of the City; and

WHEREAS, Government Code section 54953(e)(3)(A-B), added by AB 361, provides an alternative to having public meetings in accordance with Government Code Section 54953(b)(3) when the City Council has reconsidered the circumstances of the COVID-19 state of emergency and that the following circumstances exist:

1. The state of emergency because COVID-19 continues to directly impact the ability of the members of City Council and the members of the City's boards, commissions, and committees to meet safely in person; and

2. The State of California and the County of San Bernardino continue to recommend measures to promote social distancing; and

WHEREAS, Government Code Section 54953(e) further requires that state or local officials have imposed, or recommended, measures to promote social distancing, or the legislative body finds that meeting in person would present an imminent risk to the health or safety of attendees; and

WHEREAS, such conditions now exist in the City in that (i) state and local officials do recommend social distancing measures, and (ii) emergency conditions evidenced by COVID-19 and its variants create ongoing COVID-19 cases, hospitalizations, and deaths, such that meeting in person would present imminent risk to health or safety of attendees; and

WHEREAS, the City Council affirms that it will allow for observation and participation by City Council members as well as board, commission, and committee members and the public, via Zoom, or other appropriate technology, in an effort to protect the constitutional and statutory rights of all attendees; and

WHEREAS, Government Code Section 54953 (e)(3) further requires that the City Council review the need and make findings for continuing the teleconferencing as authorized by AB 361 at least once every thirty days until the Governor terminates the state of emergency;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDLANDS HEREBY RESOLVES AS FOLLOWS:

Section 1. The above recitals are true and correct and are incorporated herein by this reference.

Section 2. The City Council finds that the state of emergency conditions related to COVID-19 as set forth in the Governor's and City's proclamations of emergency are on-going.

Section 3. The City Council further finds that State and county officials recommend social distancing conditions causing imminent risk to attendees as described above exist.

Section 4. The City Council hereby recognizes and affirms the existence and conditions of a state of emergency as proclaimed by the Governor, and the City, and affirms, authorizes, and proclaims the existence of a local emergency throughout the City.

Section 5. The City Council finds that the state of emergency because COVID-19 continues to directly impact the ability of members of the City Council and the members of the City's boards, commissions, and committees to meet safely in person and such fact creates an imminent health risk to such members.

Section 6. The City Council hereby authorizes the City Council, and all of the boards, commissions, and committees of the City, to conduct their meetings without compliance with Government Code section 54953(b)(3), and to instead comply with the remote meeting requirements as authorized by Government Code section 54953(e).

Section 7. The City Manager and City Clerk are authorized and directed to take all actions reasonably necessary to carry out the intent and purpose of this Resolution, including, conducting open and public meetings remotely in accordance with Government Code section 54953(e), and other applicable provisions of the Brown Act, for all City Council meetings, and all boards, commissions, and committee meetings of the City.

Section 8. This Resolution shall take effect immediately upon its adoption and shall be effective until either (i) March 7, 2023, or (ii) such time as the City Council adopts a Subsequent Resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the City Council and all City legislative bodies may continue to meet remotely, without compliance with Government Code section 54953(b)(3), but otherwise as permitted by Government Code section 54953(e), or (iii) the Governor terminates the State of Emergency, whichever occurs first.

ADOPTED, SIGNED AND APPROVED this 7th day of February 2023.

ATTEST: Eddie Tejeda, Mayor

Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, hereby certify that the foregoing resolution was duly adopted by the City Council at a special meeting thereof held on the 7th day of February 2023.

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

**City Council/Successor Agency Meeting** **G. 6.**

**DATE:** 02/07/2023

**TO:** Honorable Mayor and City Council Members

**SUBJECT:** Approve the Second Amendment to the Public Works Contract with Deark E&C, Inc. for the Orange Blossom Trail Phase 3 Project to extend the time for completion by sixty (60) calendar days (Municipal Utilities and Engineering Director Harris)

---

## MOTION(S):

If City Council determines the staff recommendation is appropriate, the following motion is provided:

I move to approve the Second Amendment to the Public Works Contract with Deark E&C, Inc. for the Orange Blossom Trail Phase 3 Project to extend the time for completion by sixty (60) calendar days.

## RECOMMENDATION:

Staff recommends City Council approve the Second Amendment to the Public Works Contract with Deark E&C, Inc. for the Orange Blossom Trail Phase 3 Project to extend the time for completion by sixty (60) calendar days.

## DISCUSSION:

On June 7, 2022 City Council approved a Public Works Contract with Deark E&C, Inc. to construct the Orange Blossom Trail Phase 3 Project (Project) for an amount not-to-exceed $782,396. This project is funded by a Transportation Development Act (TDA) Article 3 grant and proposes to construct approximately one half mile of multi-use path along the Mission Channel from Alabama Street to Tennessee Street. On September 20, 2022, City Council approved the first amendment to the Contract to extend the time for completion to one hundred eighty (180) calendar days.

Due to lengthy project material lead times and several weeks of delays due to weather conditions, Deark E&C Inc. has notified staff that the Contract completion time is inadequate. Therefore, staff recommends a Contract amendment to increase the time for completion by sixty (60) calendar days, resulting in a revised time for completion of two hundred forty (240) calendar days. This is the second Contract revision proposed.

**ALTERNATIVES:**

City Council may deny the staff recommendation, although doing so would prevent completion of the project.

**STRATEGIC PLAN:**

N/A

**SUBMITTED BY:**
John R. Harris, Municipal Utilities and Engineering Director

**RECOMMENDED BY:**
Charles M. Duggan Jr., City Manager

**REVIEWED BY:**
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager
Goutam K. Dobey, City Engineer

**PREPARED BY:**
Gerard Nepomuceno, Civil Engineer

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**Fiscal Impact**

**Discussion:**
There is no fiscal impact associated with this action.

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**Attachments**

Deark E&C, Inc. Second Amendment
B. First Amendment to Deark E&C Contract (Reference Only)
C. Executed Contract (Reference Only)

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SECOND AMENDMENT TO PUBLIC WORKS CONSTRUCTION CONTRACT

This second amendment ("Second Amendment") to the Public Works Construction Contract for the Orange Blossom Trail Phase 3 Project dated June 7, 2022 (the "Contract"), by and between the City of Redlands, a municipal corporation and general law city ("City"), and Deark E&C, Inc., a California corporation ("Contractor"), is made and entered into this 7th day of February 2023.

RECITALS

WHEREAS, it is the desire of the City and Contractor to amend their existing Contract, specifically to amend the Time for Completion of the Contract; and

WHEREAS, the City Council approved the contract with contractor for work in accordance with the Contract Documents for City's Orange Blossom Trail Phase 3 Project, Project No. S241001;

NOW, THEREFORE, in consideration of the mutual promises contained herein City and Contractor agree as follows:

AGREEMENT

Section 1. The time for completion, as set forth in Section 3 of the Contract, is hereby amended to increase Contractor's time for completion and shall read as follows:

"TIME FOR COMPLETION: the Work shall be completed within Two Hundred Forty (240) calendar days from and after the date of City's issuance of a Notice to Proceed to Contractor."

Section 2. All other provisions of the Contract shall remain unchanged by this Second Amendment, and in effect.

IN WITNESS WHEREOF, the parties have executed this Second Amendment, to be effective as of the 7th day of February 2023.

CITY OF REDLANDS

_____
Eddie Tejeda, Mayor

DEARK E&C, INC.

By: _____
Dong Keun Jin, President

ATTEST:

_____
Jeanne Donaldson, City Clerk

FIRST AMENDMENT TO PUBLIC WORKS CONSTRUCTION CONTRACT

This first amendment ("First Amendment") to the Public Works Construction Contract for the Orange Blossom Trail Phase 3 Project dated June 7, 2022 (the "Contract"), by and between the City of Redlands, a municipal corporation and general law city ("City"), and Deark E&C, Inc., a California corporation ("Contractor"), is made and entered into this 20th day of September, 2022.

RECITALS

WHEREAS, it is the desire of the City and Contractor to amend their existing Contract, specifically to amend the Time for Completion of the Contract; and

WHEREAS, the City Council approved the contract with contractor for work in accordance with the Contract Documents for City's Orange Blossom Trail Phase 3 Project, Project No. S241001;

NOW, THEREFORE, in consideration of the mutual promises contained herein City and Contractor agree as follows:

AGREEMENT

Section 1. The time for completion, as set forth in Section 3 of the Contract, is herby amended to increase Contractor's time for completion and shall read as follows:

> "TIME FOR COMPLETION: the Work shall be completed within One Hundred Eighty (180) calendar days from and after the date of City's issuance of a Notice to Proceed to Contractor."

Section 2. All other provisions of the Contract shall remain unchanged by this First Amendment, and in effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment, to be effective as of the 20th day of September, 2022.

CITY OF REDLANDS

Paul T. Barich, Mayor

DEARK E&C, INC.

By: _____
Signature of Authorized Agent

ATTEST:

Jeanne Donaldson, City Clerk

L:\ca\Agreements\Deark_Contract_First_AmendmentFY22-0022.docx jm

# PUBLIC WORK CONSTRUCTION CONTRACT

This Public Work Construction contract ("Contract") is made and entered into this 7th day of June, 2022, by and between the City of Redlands, a municipal corporation, organized and existing under the laws of the State of California (hereinafter "City"), and Deark E&C, Inc. (hereinafter "Contractor"). City and Contractor are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

In consideration of the mutual promises contained herein, City and Contractor agree as follows:

1. **SCOPE OF WORK:** Contractor shall furnish all materials and will perform all of the work for the following: Orange Blossom Trail Phase 3, Project No. S241001 and, complete all items as required by the Contract Documents (as herein defined) and Specifications for City's Orange Blossom Trail Phase 3, Project No. S241001 (the "Work").

2. **CONTRACT SUM:** City shall pay Contractor the sum of seven hundred eighty two thousand three hundred ninety six dollars ($782,396) as consideration for its performance of the Work in accordance with the terms and conditions set forth in the Contract Documents. Pursuant to Public Contract Code Section 22300, Contractor has the option to deposit securities with an escrow agent as a substitute for retention of earnings required to be withheld by City pursuant to an escrow agreement as set forth in Public Contract Code section 22300.

3. **TIME FOR COMPLETION:** The Work shall be completed within seventy (70) calendar days from and after the date of City's issuance of a Notice to Proceed to Contractor.

4. **LIQUIDATED DAMAGES:** Contractor's failure to complete the Work within the time allowed will result in damages being sustained by City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. Accordingly, Contractor shall pay to City, or have withheld from monies due to Contractor, the sum of five hundred dollars ($500) for each consecutive calendar day in excess of the specified time for completion of the Work. Execution of this Contract shall constitute agreement by City and Contractor that five hundred dollars ($500) per day is the estimated damage to City caused by the failure of Contractor to complete the work within the allowed time. Such sum is liquidated damages and shall not be construed as a penalty, and may be deducted from payments due Contractor if such delay occurs.

5. **CONTRACT DOCUMENTS:** This Contract incorporates by reference the following: Notice Inviting Bids, Instructions to Bidders, Contractor's Proposal, Bid Bond, Agreement, Performance Bond, Labor and Material Bond, Plans, General Conditions, Special Provisions and Specifications, and any addenda thereto (collectively, the "Contract Documents").

6. **ATTORNEYS' FEES:** In the event any action is commenced to enforce or interpret the terms or conditions of this Contract, or the Contract Documents, the prevailing Party in such action, in addition to any costs and other relief, shall be entitled to recover its reasonable attorneys' fees, including fees for use of in-house counsel by a Party.

7. **RESOLUTION OF CONSTRUCTION CLAIMS:** Claims by Contractor in the amount of three hundred seventy five thousand dollars ($375,000) or less shall be made by Contractor and processed by the City pursuant to the provisions of Part 3, Chapter 1, Article 1.5 of the Public Contract Code (commencing with Section 20104). All claims shall be in writing and include the documents necessary to substantiate the claim. Nothing in subdivision (a) of Public Contract Code

Section 20104.2 shall extend the time limit or supersede the notice requirements provided in this case from filing claims by Contractor.

8. **ELIGIBILITY OF CONTRACTOR/SUBCONTRACTOR:** Contractor and all of its subcontractors shall abide by California Public Contract Code, Section 6109, and California Labor Code Sections 1777.1 and/or 1777.7, and certify that they are not debarred and are eligible to work on this project.

9. **ASSIGNMENT OF AGREEMENT:** No assignment by a Party of any rights or interests under this Contract shall be binding on another Party without the written consent of the Party sought to be bound.

10. **SUCCESSORS AND ASSIGNS:** City and Contractor each binds itself and their respective successors and assigns in respect to all covenants, agreements, and obligations contained in the Contract Documents.

11. **SEVERABILITY:** Any provision or part of the Contract Documents held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon City and Contractor.

**IN WITNESS WHEREOF,** the Parties hereto have executed this Contract the day and year first written above.

CITY OF REDLANDS

**(SEAL)**

By: _____
Paul T. Barich, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

**(SEAL)**

Deark E&C, Inc
Name of Contractor

By: _____
Signature of Authorized Agent

President
Title

_____
Signature of Authorized Agent (if necessary)

_____
Title

1059536
Contractor's License No.

## WORKER'S COMPENSATION INSURANCE CERTIFICATION

Description of Contract: City of Redlands
Municipal Utilities & Engineering Department
ORANGE BLOSSOM TRAIL PHASE 3
Project No. S241001

Every employer, except the State, shall secure the payment of compensation in one or more of the following ways:

a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
b. By securing from the Director of Industrial Relations, a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

CHECK ONE

__✓__ I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work and activities required or permitted under this Agreement. (Labor Code §1861).

_____ I affirm that at all times, in performing the work and activities required or permitted under this Agreement, I shall not employ any person in any manner such that I become subject to the workers' compensation laws of California. However, at any time, if I employ any person such that I become subject to the workers' compensation laws of California, immediately I shall provide the City with a certificate of consent to self-insure, or a certification of workers' compensation insurance.

I certify under penalty of perjury under the laws of the State of California that the information and representations made in this certificate are true and correct.

Dated this 1st day of June, 2022.

Deark E&C, Inc
(Contractor)

(Signature)

President
(Official Title)

(SEAL)

(Labor Code Section 1861 provides that the above certificate must be signed and filed by the Contractor with the Owner prior to performing the work of the contract.)

THE FINAL PREMIUM IS
PREDICATED ON THE
FINAL CONTRACT AMOUNT

Bond No. CAC721359
Premium: $19,560.00

# FAITHFUL PERFORMANCE BOND

Whereas, the City of Redlands ("City"), State of California, and Deark E&C, Inc. (hereinafter designated as "Principal") have entered into an agreement dated June 7, 2022 ("Agreement") whereby Principal agrees to install and complete certain public improvements (the "Work"), which said Agreement is identified as Orange Blossom Trail Phase 3, Project No. S241001 and is hereby referred to and made a part hereof; and

Whereas, said Principal is required under the terms of the Agreement to furnish a bond for the faithful performance of the Work, now, therefore, we, the Principal and, Merchants Bonding Company (Mutual) , as Surety, are held and firmly bound unto the City in the penal sum of seven hundred eighty two thousand three hundred ninety six dollars ($782,396.00) lawful money of the United States, for the payment of which sum we bind ourselves, and our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Agreement and any alteration thereof made as therein provided, on his or its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall faithfully fulfill the one-year guarantee of all materials and workmanship, and shall defend, indemnify and save harmless the City and its elected officials, officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligations, all to be taxed as costs and included in the judgment rendered.

As a condition precedent to the satisfactory completion of the Work, the above obligation shall hold good for a period of one (1) year or longer if required by the Agreement after the acceptance of the work by the City, during which time if the Principal shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage made evident during this period from the date of completion of the Work, and resulting from or caused by defective materials or faulty workmanship, the above obligation in penal sum thereof shall remain in full force and effect. The obligations of Surety hereunder shall continue so long as any obligation of the Principal remains.

Whenever the Principal shall be, and is declared by the City to be, in default under the Agreement, the City having performed the City obligations thereunder, the Surety shall promptly remedy the default, or shall promptly, at the City's option:

1. Complete the Work in accordance with its terms and conditions; or

2. Obtain a bid or bids for completing the Work in accordance with its terms and conditions, and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a contract between such bidder and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Work less the balance of the Agreement price, but not exceeding, including other costs and damages for which Surety may be liable hereunder, the amount set forth above. The term "balance of the Agreement price," as used in this paragraph, shall

mean the total amount payable to the Principal by the City under the Agreement and any modifications thereto, less the amount previously properly paid by the City to the Principal.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal.

Surety shall not utilize the Principal in completing the Work nor shall Surety accept a bid from the Principal for completion of the Work if the City, when declaring the Principal in default, notifies Surety of the City's objection to the Principal's further participation in the completion of the Work.

No right of action shall accrue on the bond to or for the use of any person or corporation other than the City named herein or the successors or assigns of the City. Any suit under this bond must be instituted within the applicable statute of limitations period.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or to the specifications.

No final settlement between the City and the Principal shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied.

The Principal and Surety agree that if the City is required to engage the services of any attorney in connection with the enforcement of this bond, each shall pay the City's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

In witness whereof, this instrument has been duly executed by the Principal and Surety above named, on May 23rd, 2022.

(SEAL)

Deark E&C, Inc.
(Contractor)

(Signature)

(SEAL)

Merchants Bonding Company (Mutual)
(Surety)

BY:
(Signature)Frank Morones, Attorney-in-Fact

Address: 6700 Westown Parkway
West Des Moines, IA 50266
Telephone ( 800 ) 678-8171

(Seal and Notarial Acknowledgment of Surety)

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT** CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )
County of Los Angeles )

On 6/1/2022 before me, Jin Y. Gong, notary public
*Date* *Here Insert Name and Title of the Officer*

personally appeared Dong Keun Jin
*Name(s) of Signer(s)*

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

JIN Y. GONG
COMM. # 2330490
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
MY COMM. EXP. JULY 18, 2024

Signature _____
*Signature of Notary Public*

*Place Notary Seal Above*

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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# ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange )

On 05/23/2022 before me, Melissa Ann Vaccaro, Notary Public
(insert name and title of the officer)

personally appeared Frank Morones,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

MELISSA ANN VACCARO
COMM. #2401942
Notary Public-California
ORANGE COUNTY
My Comm. Expires May 12, 2026

Signature Melissa Ann Vaccaro (Seal)
Melissa Ann Vaccaro

Bond No. CAC721359

MERCHANTS BONDING COMPANY™

# POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Arturo Ayala; Ben Stong; Benjamin Wolfe; Chelsea Arnold; Daniel Huckabay; Dwight Reilly; Frank Morones; Michael D Stong; R Nappi; Shaunna Rozelle Ostrom

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 13th day of May , 2022 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

**MERCHANTS BONDING COMPANY (MUTUAL)**
**MERCHANTS NATIONAL BONDING, INC.**

By Larry Taylor
*President*

STATE OF IOWA
COUNTY OF DALLAS ss.
On this 13th day of May 2022 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

**POLLY MASON**
Commission Number 750576
My Commission Expires
January 07, 2023

Polly Mason
*Notary Public*

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 23rd day of May ,2022 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
*Secretary*

POA 0018 (1/20)

THE FINAL PREMIUM IS
PREDICATED ON THE
FINAL CONTRACT AMOUNT

Bond No. CAC721359

# LABOR AND MATERIAL BOND

Whereas, the City Council of the City of Redlands, State of California, and Deark E&C, Inc. (hereinafter designated as "Principal") have entered into an agreement (the "Agreement") whereby Principal agrees to install and complete certain designated public improvements (the "Work"), which said agreement, dated June 7, 2022, and identified as Orange Blossom Trail Phase 3, Project No. S241001 is hereby referred to and made a part hereof; and

Whereas, under the terms of the Agreement, Principal is required before commending the performance of the Work, to file a good and sufficient Labor and Material bond with the City of Redlands to secure the claims to which reference is made in Title 3 (commencing with Section 9550) of Part 6 of Division 4 of the Civil Code of the State of California.

Now, therefore, said Principal and* the undersigned as corporate surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, material men and other persons employed in the performance of the Agreement and referred to in the aforesaid Code of Civil Procedure in the sum of seven hundred eighty two thousand three hundred ninety six dollars ($782,396) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

*Merchants Bonding Company (Mutual)

It is hereby expressly stipulated and agreed that this bond shall insure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 3 (commencing with Section 9550) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition.

In witness whereof, this instrument has been duly executed by the Principal and surety above named, on May 23rd, 2022.

(SEAL)

Deark E&C, Inc.

(Contractor)

(Signature)

(Seal and Notarial Acknowledgement of Surety)

(SEAL)

Merchants Bonding Company (Mutual)

(Surety)

BY: (Signature) Frank Morones, Attorney-in-Fact

Address: 6700 Westown Parkway
West Des Moines, IA 50266

Telephone: ( 800 ) 678-8171

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT** CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )
County of Los Angeles )

On 6/1/2022 before me, Jin Y. Gong, notary publics
*Date* *Here Insert Name and Title of the Officer*

personally appeared Doug Keun Jin
*Name(s) of Signer(s)*

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

JIN Y. GONG
COMM. # 2330490
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
MY COMM. EXP. JULY 18, 2024

Signature _____
*Signature of Notary Public*

*Place Notary Seal Above*

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**
Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

**Capacity(ies) Claimed by Signer(s)**

| | |
|---|---|
| Signer's Name: | Signer's Name: |
| ☐ Corporate Officer — Title(s): | ☐ Corporate Officer — Title(s): |
| ☐ Partner — ☐ Limited ☐ General | ☐ Partner — ☐ Limited ☐ General |
| ☐ Individual ☐ Attorney in Fact | ☐ Individual ☐ Attorney in Fact |
| ☐ Trustee ☐ Guardian or Conservator | ☐ Trustee ☐ Guardian or Conservator |
| ☐ Other: | ☐ Other: |
| Signer Is Representing: | Signer Is Representing: |

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## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange )

On 05/23/2022 before me, Melissa Ann Vaccaro, Notary Public
(insert name and title of the officer)

personally appeared Frank Morones,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

MELISSA ANN VACCARO
COMM. #2401942
Notary Public-California
ORANGE COUNTY
My Comm. Expires May 12, 2026

Signature Melissa Ann Vaccaro (Seal)
Melissa Ann Vaccaro

Bond No. CAC721359

MERCHANTS BONDING COMPANY™

# POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Arturo Ayala; Ben Stong; Benjamin Wolfe; Chelsea Arnold; Daniel Huckabay; Dwight Reilly; Frank Morones; Michael D Stong; R Nappi; Shaunna Rozelle Ostrom

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 13th day of May , 2022 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

**MERCHANTS BONDING COMPANY (MUTUAL)**
**MERCHANTS NATIONAL BONDING, INC.**

By Larry Taylor
*President*

STATE OF IOWA
COUNTY OF DALLAS ss.
On this 13th day of May 2022 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

**POLLY MASON**
Commission Number 750576
My Commission Expires
January 07, 2023

Polly Mason
*Notary Public*

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 23rd day of May ,2022 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
*Secretary*

POA 0018 (1/20)

# CITY OF REDLANDS

## BUSINESS TAX CERTIFICATE

*"For Services Provided in the City of Redlands, California Only"*

**2023**

TO BE POSTED IN A CONSPICUOUS PLACE
AND
NOT TRANSFERABLE OR ASSIGNABLE

| | |
|---|---|
| **Business Name** | DEARK E&C INC |
| **Business Location** | 1830 W 147Th St<br>Gardena, Ca 90249-3328 |
| **Business Owner(s)** | DEARK E&C INC |
| **Business Type** | Contractor- General |
| **Description** | GENERAL CONTRACTOR |

DEARK E&C INC
1830 W 147TH ST
GARDENA, CA 90249-3328

| | |
|---|---|
| **Certificate Number:** | 08132205 |
| **Effective Date** | June 01, 2022 |
| **Expiration Date** | June 30, 2023 |

**THIS BUSINESS TAX CERTIFICATE DOES NOT PERMIT A BUSINESS THAT IS OTHERWISE PROHIBITED.**

For all inquiries regarding this license, contact HdL Business Tax Support Center at (909) 479-2111.

DEARK E&C INC:

Thank you for your payment on your City of Redlands Business Tax Certificate. **ALL CERTIFICATES MUST BE AVAILABLE FOR INSPECTION UPON REQUEST.** If you have questions concerning your business tax certificate, contact the Business Tax Support Center via email at: Redlands@hdlgov.com or by telephone at: (909) 479-2111.

Keep this portion for your tax certificate separate in case you need a replacement for any lost, stolen, or destroyed tax certificate. A fee may be charged for a replacement or duplicate tax certificate.

This certificate does not entitle the holder to conduct business before complying with all requirements of Redlands Municipal code and other applicable laws, nor to conduct business in a zone where conducting such business violates law.

If you have a fixed place of business within the city limits of City of Redlands, please display the Business Tax certificate above in a conspicuous place at the premises. Otherwise, every Business Tax Certificate holder not having a fixed place of business in the City shall keep the Business Tax Certificate upon his or her person, or affixed in plain view upon any cart, vehicle, van or other movable structure or device at all times if required by the Collector.

Starting January 1, 2021, Assembly Bill 1607 requires the prevention of gender-based discrimination of business establishments. A full notice is available in English or other languages by going to: https://www.dca.ca.gov/publications/.

BUSINESS SUPPORT CENTER
8839 N CEDAR AVE #212
FRESNO, CA 93720-1832

## City of Redlands
### BUSINESS TAX CERTIFICATE

DEARK E&C INC
1830 W 147TH ST
GARDENA, CA 90249-3328

| | |
|---|---|
| **Certificate Number:** | **08132205** |
| **Date of Issue:** | **06/01/2022** |

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

**Give Form to the requester. Do not send to the IRS.**

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

DEARK E&C, INC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

*(Applies to accounts maintained outside the U.S.)*

5 Address (number, street, and apt. or suite no.) See instructions.

1830 W. 147TH ST

Requester's name and address (optional)

6 City, state, and ZIP code

GARDENA, CA 90249

7 List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | – | | | – | | | | |

**or**

**Employer identification number**

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 8 | 3 | – | 1 | 9 | 8 | 7 | 2 | 7 | 8 |

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here** | **Signature of U.S. person ▶** [signature] **Date ▶** 6-1-2022

# General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See* What is backup withholding, *later.*

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/23/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER | CONTACT NAME: Shawn Jin, Managing Member |
|---|---|
| Kingdom Global Insurance Solutions, LLC<br>780 N. Euclid Street Suite 208<br>Anaheim, CA 92801 | PHONE (A/C, No, Ext): 562-275-3155 FAX (A/C, No): 562-275-3156<br>E-MAIL ADDRESS: SJin@kgisus.com |

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: Evanston Insurance Company | 35378 |
| INSURER B: Infinity Select Insurance Company | 20260 |
| INSURER C: Evanston Insurance Company | 35378 |
| INSURER D: Everest Premier Insurance Company | 35378 |
| INSURER E: Evanston Insurance Company | 35378 |
| INSURER F: | |

INSURED: Deark E&C, Inc., 1830 West 147th Street, Gardena, CA 90249

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | [X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[X] POLICY [ ] PRO-JECT [ ] LOC<br>OTHER: | Y | Y | MKLV5PBC003853 | 08/18/2021 | 08/18/2022 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 300,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| B | AUTOMOBILE LIABILITY<br>[X] ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY | Y | Y | 504-61014-3072-001 | 08/18/2021 | 08/18/2022 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| C | [ ] UMBRELLA LIAB [X] OCCUR<br>[X] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [ ] RETENTION $ | Y | Y | MPXC3002613 | 08/18/2021 | 08/18/2022 | EACH OCCURRENCE<br>AGGREGATE | $ 4,000,000<br>$ 4,000,000 |
| D | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ]<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | Y | 7600022621211 | 08/18/2021 | 08/18/2022 | [X] PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| E | Pollution Liability | Y | Y | CPLMOL107681 | 08/06/2021 | 08/06/2022 | Occurrence<br>Aggregate | $1,000,000<br>$2,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: City of Redlands Municipal Utilities & Engineering Department ORANGE BLOSSOM TRAIL PHASE 3 Project No. S241001

Certificate Holder is listed as additional insured as respects to CG 20 10 07 04 and CG 2012 05 09 and CG 20 37 07 04 and 50461AIS01
Waiver of Subrogation is included as respects to certificate holder and to CG 24 04 05 09 and WC 04 03 06 and 50461SWF01
Primary and noncontributory endorsement is included as respects to CG 20 01 04 13
30 days written notice will be given to certificate holder in the event of cancellation

**CERTIFICATE HOLDER**

City of Redlands
35 Cajon St Suite 15A
Redlands, Ca 92373

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**Infinity Commercial Auto**
11700 Great Oaks Way, Suite 450
Alpharetta, GA 30022
Underwritten by: Infinity Select Insurance Company

Customer Service: (800) 722-3391
Claims Service: (800) 334-1661

# ADDITIONAL NAMED INSURED ENDORSEMENT

| copy To | Policy ID Number | Expiration Date |
|---|---|---|
| City of Redlands<br>35 Cajon St Suite 15A<br>Redlands CA 92373 | 504-61014-3072-001 | 08/18/2022 1201 a.m. |
| | Named Insured | |
| | Deark E&C Inc | |
| | This endorsement is attached to and forms a part of the listed policy. No changes will be effective prior to the time changes are requested. | |

| Additional Insured |
|---|
| City of Redlands |

Part A - Liability Coverage, is changed as follows:

The definition of insured is changed to include the additional insured named above. Adding an insured will not increase the limit of our liability. The insurance provided by this endorsement will be excess over any other valid and collectible insurance.

All other parts of this Policy remain unchanged.

ADDL INSURED COPY

AMEND DATE: 05/23/2022

50461AIS01

ENDORSEMENT: 6-1

KEMPER Auto | INFINITY

**Infinity Commercial Auto**
11700 Great Oaks Way, Suite 450
Alpharetta, GA 30022

Underwritten by: Infinity Select Insurance Company

Customer Service: 800-722-3391

Claims Service: 800-334-1661

# WAIVER OF SUBROGATION

CALIFORNIA

| Copy To | Policy ID Number | Expiration Date |
|---|---|---|
| Deark E&C Inc | 504-61014-3072-001 | 08/18/2022 12:01 AM |
| 1830 W 147th St | **Named Insured** | |
| Gardena, CA 90249 | Deark E&C Inc | |
| | This endorsement is attached to and forms a part of the listed policy. No changes will be effective prior to the time changes are requested. | |

In return for **your** premium payment shown below, **we** agree that **our** rights of subrogation or rights of recovery under the policy will not apply against the following person or organization:

**City of Redlands**
**35 Cajon St Suite 15A**
**Redlands CA 92373**

Additional premium in the amount of $25.00 will be retained by **us** regardless of any early termination of this endorsement or the policy.

All other policy provisions remain unchanged.

50461SWF01

Amend Date: 05/23/2022

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

© Insurance Services Office, Inc., 2012

POLICY NUMBER: MKLV5PBC003653

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| Name Of Additional Insured Person(s) Or Organization(s): | Location(s) Of Covered Operations |
|---|---|
| As agreed to by written contract or agreement | All locations |

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

© ISO Properties, Inc., 2004



CG 20 10 07 04

POLICY NUMBER: MKLV5PBC003653

COMMERCIAL GENERAL LIABILITY
CG 20 12 05 09

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED – STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION – PERMITS OR AUTHORIZATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| **State Or Governmental Agency Or Subdivision Or Political Subdivision:** |
|---|
| As required by permits |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

**Section II – Who Is An Insured** is amended to include as an insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.
2. This insurance does not apply to:
   a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
   b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

© Insurance Services Office, Inc., 2008

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| Name Of Additional Insured Person(s) Or Organization(s): | Location And Description Of Completed Operations |
|---|---|
| As agreed to by written contract or agreement | All locations |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

© ISO Properties, Inc., 2004

# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

| **Name Of Person Or Organization:** |
| --- |
| As agreed to by written contract or agreement |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

© Insurance Services Office, Inc., 2008

# WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

**SCHEDULE**

| PERSON OR ORGANIZATION | JOB DESCRIPTION |
|---|---|
| ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER | BLANKET WAIVER OF SUBROGATION |

- 1998 by the Workers' Compensation Insurance Rating Bureau of California. All rights reserved.
From the WCIRB's California Workers' Compensation Insurance Forms Manual - 1999.

INSURED COPY

**City Council/Successor Agency Meeting** **G. 7.**

**DATE:** 02/07/2023

**TO:** Honorable Mayor and City Council Members

**SUBJECT:** Approve a Third Amendment to the Professional Services Agreement with Webb Municipal Finance, LLC increasing the total agreement amount to $86,500, and an additional appropriation of $33,577.59 (Development Services Director Desatnik)

---

## MOTION(S):

If the City Council determines that staff's recommendation is appropriate, the following motion is provided:

1. I move that City Council determine that approval of this contract amendment is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; and

2. I move to approve the Third Amendment to the Agreement with Webb Municipal Finance, LLC increasing the total agreement amount to $86,500, and an additional appropriation of $33,577.59

## RECOMMENDATION:

Staff recommends City Council approve the Third Amendment to the Professional Services Agreement with Webb Municipal Finance, LLC by $30,000, increasing it from $56,500 to $86,500, and an additional appropriation of $33,577.59, to allow for the continued performance of professional services for the annual levy administration and annexations for Community Facilities district No. 2004-1 (district) which is exempt from the California Environmental Quaility Act pursuant to Section 15061(b)(3) of the CEQA Guidelines.

## DISCUSSION:

On September 18, 2018, City Council approved an agreement with Webb Municipal Finance, LLC for an amount not to exceed $56,500.

On November 5, 2019, City Council approved a first amendment to the agreement with Webb Municipal Finance, LLC to change the City's representative and to extend the term of the agreement for 3 years through December 31, 2022.

On December 20, 2022, City Council approved the second amendment to the agreement with Webb Municipal Finance, LLC to change the City's representative, to extend the term of the agreement for 3 years through December 31, 2025, increasing the agreement from $56,500 to $86,500 and an additional appropriation of $33,577.59. However, it was discovered the second amendment did not include the increase from $56,500 to $86,500, which is reflected in this third amendment.

The proposed action is exempt from the requirements of the California Environmental Quality Act's (CEQA) guidelines pursuant to Section 15061(b)(3) as the amendment of an existing agreement would be covered by the general rule common sense exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment, where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, and there is negligible expansion of existing facilities.

## ALTERNATIVES:

City Council may elect not to amend the existing agreement and provide staff with an alternative recommendation. However, not approving these actions would result in a halt in the processing of future annexations until a new CFD engineering firm is selected.

## STRATEGIC PLAN:

Not applicable.

**SUBMITTED BY:**
Brian Desatnik, Director

**RECOMMENDED BY:**
Charles M. Duggan Jr., City Manager

**REVIEWED BY:**
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director

**PREPARED BY:**
Tricia Munoz, Development Services/Management Analyst

## Fiscal Impact

| | |
|---|---|
| **Fiscal Year:** | 2022-23 |
| **Revenue Generating:** | N |
| **Appropriation Required Y/N:** | N |
| **Budgeted Y/N:** | Y |
| **Account No.:** | 101163-6106 |

**Discussion:**

Funding for the agreement in the amount of $33,577 will be offset generally by revenue received as fees associated with this service are collected each time an annexation into the CFD is requested.

## Attachments

Third Amendment Webb Municipal Finance LLC
Second Amendment_Webb Municipal Finance LLC
First Amendment_Webb Municipal Finance LLC
Original Agreement_Webb Municipal Finance LLC
Additional Appropriation Form

THIRD AMENDMENT TO AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This third amendment ("Third Amendment") to the agreement for the provision of services associated with Community Facilities District ("Agreement"), dated September 18, 2018, by and between the City of Redlands, a municipal corporation and a general law city ("City"), and Webb Municipal Finance, LLC, a California Limited Liability Company ("Consultant"), is made and entered into this 7th day of February 2023. City and Consultant are sometimes individually referred to herein as a "Party", and collectively as the "Parties".

RECITALS

WHEREAS, the Parties entered into a Professional Services Agreement ("Agreement") on September 18, 2018, to provide Community Facilities District services to the City;

WHEREAS, the Parties entered into a Second Amendment to the Agreement ("Second Amendment") on December 20, 2022; and

WHEREAS, it is the desire of the Parties to amend their existing Agreement, specifically to make a change to the total amount of the Agreement.

NOW, THEREFORE, for good and valuable consideration in the receipt of which is hereby acknowledged City and Consultant agree as follows:

AGREEMENT

Section 1. Article 5 of the Agreement, entitled "Payments to Consultant," is hereby amended to read as follows:

"5.1 Total compensation for Consultant's performance of the Services shall not exceed the amount of Eighty-Six Thousand Five Hundred Dollars ($86,500). City shall pay Consultant on a time and materials basis up to the not-to-exceed amount in accordance with Exhibit "B" entitled "HOURLY RATE SCHEDULE" attached hereto and incorporated herein by reference."

Section 2. All other provisions of the Agreement shall remain unchanged by this Second Amendment and in effect.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Third Amendment, to be effective as of 7th day of February 2023.

CITY OF REDLANDS

_____
Eddie Tejeda, Mayor

WEBB MUNICIPAL FINANCE, LLC

By: _____
Heidi Schoeppe,
President/Managing Director

ATTEST:

_____

Jeanne Donaldson, City Clerk

**EXHIBIT "B"**

**HOURLY RATE SCHEDULE**

| **CLASSIFICATION** | |
|---|---|
| Engineers/Project Managers/Planners/Scientists/ Assessment/Special Tax Consultants/Landscape Architects/Designers | **Rates $/Hour** |
| Principal II | 293.00 |
| Principal I | 279.00 |
| Senior III | 252.00 |
| Senior II | 240.00 |
| Senior I | 232.00 |
| Associate III | 208.00 |
| Associate II | 197.00 |
| Associate I | 191.00 |
| Assistant V | 173.00 |
| Assistant IV | 156.00 |
| Assistant III | 144.00 |
| Assistant II | 135.00 |
| Assistant I | 98.00 |
| **Survey Services** | |
| 2-Person Survey Party | 302.00 |
| 1-Person Survey Party | 208.00 |
| **Inspection Services** | |
| Construction Manager II | 245.00 |
| Construction Manager I | 185.00 |
| Inspector (Non-Prevailing Wage) | 141.00 |
| Inspector Overtime (Non-Prevailing Wage) | 190.00 |
| Inspector (Prevailing Wage) | 152.00 |
| Inspector Overtime (Prevailing Wage) | 200.00 |
| **Administrative Services** | |
| Project Coordinator | 115.00 |
| Administrative Assistant III | 102.00 |
| Administrative Assistant II | 91.00 |
| Administrative Assistant I | 72.00 |
| **Other Direct Expenses** | |
| Incidental Charges | Cost |
| Postage | Cost |
| Subcontracted Services | Cost |
| Special Consultant | 365.00 |
| Survey/Inspection Per Diem | Prevailing Wage Rate |
| In-House Delivery Up to 1/2 hour | 32.00 |
| In-House Delivery 1/2 Hour up to 1 Hour | 64.00 |
| In-House Delivery Over 1 Hour up to 2 Hours | 118.00 |
| In-House Delivery Over 2 Hours | 170.00 |
| Survey/Inspection Vehicle | 0.81/Mile |
| Mileage | 0.72/Mile |

Note: All rates are subject to change based on annual inflation and cost of living adjustments. Prevailing wages are dictated by the California Department of Industrial Relations (DIR). As such, the indicated rate will remain in effect until revised rates are published by the DIR. The rate shown shall be subject to renegotiation to remain in compliance with State requirements if prevailing wages are increased by the DIR.

SECOND AMENDMENT TO AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This second amendment ("Second Amendment") to the agreement for the provision of services associated with Community Facilities District ("Agreement"), dated September 18, 2018, by and between the City of Redlands, a municipal corporation and a general law city ("City"), and Webb Municipal Finance, LLC, a California Limited Liability Company ("Consultant"), is made and entered into this 20th day of December 2022. City and Consultant are sometimes individually referred to herein as a "Party", and collectively as the "Parties".

RECITALS

WHEREAS, the Parties entered into a Professional Services Agreement ("Agreement") on September 18, 2018 to provide Community Facilities District services to the City;

WHEREAS, the Parties entered into a First Amendment to the Agreement ("First Amendment") on November 5, 2019; and

WHEREAS, it is the desire of the Parties to amend their existing Agreement, specifically to make a change to the City's designated representative, update the Consultant's Hourly Rate Schedule and extend the time for performance of services by Consultant.

NOW, THEREFORE, for good and valuable consideration in the receipt of which is hereby acknowledged City and Consultant agree as follows:

AGREEMENT

Section 1. Article 3 of the Agreement, entitled "Responsibilities of the City," is hereby amended to read as follows:

"3.2 City designates Brian Desatnik, Development Services Director, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services."

Section 2. Article 4 of the Agreement, entitled "Performance of Services" is hereby amended to read as follows:

"4.2 Consultant shall complete the Services by December 31, 2025, unless the Services are terminated earlier as provided for herein."

Section 3. Exhibit "B" entitled "Hourly Rate Schedule" and as described in Article 5.1, and made part of the First Amendment is hereby replaced with a new Exhibit "B", which is attached hereto and incorporated herein and into the Agreement by this reference.

Section 4. All other provisions of the Agreement shall remain unchanged by this Second Amendment and in effect.

IN WITNESS WHEREOF, the Parties have executed this Second Amendment, to be effective as of 20th day of December 2022.

CITY OF REDLANDS

~~Paul T. Barich~~, Mayor
EDDIE TEJEDA

WEBB MUNICIPAL FINANCE, LLC

By: _____
Heidi Schoeppe
President/Managing Director

ATTEST:

Jeanne Donaldson, City Clerk

**EXHIBIT "B"**

**HOURLY RATE SCHEDULE**

| **CLASSIFICATION** | |
|---|---|
| Engineers/Project Managers/Planners/Scientists/ | **Rates** |
| Assessment/Special Tax Consultants/Landscape Architects/Designers | **$/Hour** |
| Principal II | 293.00 |
| Principal I | 279.00 |
| Senior III | 252.00 |
| Senior II | 240.00 |
| Senior I | 232.00 |
| Associate III | 208.00 |
| Associate II | 197.00 |
| Associate I | 191.00 |
| Assistant V | 173.00 |
| Assistant IV | 156.00 |
| Assistant III | 144.00 |
| Assistant II | 135.00 |
| Assistant I | 98.00 |
| **Survey Services** | |
| 2-Person Survey Party | 302.00 |
| 1-Person Survey Party | 208.00 |
| **Inspection Services** | |
| Construction Manager II | 245.00 |
| Construction Manager I | 185.00 |
| Inspector (Non-Prevailing Wage) | 141.00 |
| Inspector Overtime (Non-Prevailing Wage) | 190.00 |
| Inspector (Prevailing Wage) | 152.00 |
| Inspector Overtime (Prevailing Wage) | 200.00 |
| **Administrative Services** | |
| Project Coordinator | 115.00 |
| Administrative Assistant III | 102.00 |
| Administrative Assistant II | 91.00 |
| Administrative Assistant I | 72.00 |
| **Other Direct Expenses** | |
| Incidental Charges | Cost |
| Postage | Cost |
| Subcontracted Services | Cost |
| Special Consultant | 365.00 |
| Survey/Inspection Per Diem | Prevailing Wage Rate |
| In-House Delivery Up to 1/2 hour | 32.00 |
| In-House Delivery 1/2 Hour up to 1 Hour | 64.00 |
| In-House Delivery Over 1 Hour up to 2 Hours | 118.00 |
| In-House Delivery Over 2 Hours | 170.00 |
| Survey/Inspection Vehicle | 0.81/Mile |
| Mileage | 0.72/Mile |

Note: All rates are subject to change based on annual inflation and cost of living adjustments. Prevailing wages are dictated by the California Department of Industrial Relations (DIR). As such, the indicated rate will remain in effect until revised rates are published by the DIR. The rate shown shall be subject to renegotiation to remain in compliance with State requirements if prevailing wages are increased by the DIR.

# FIRST AMENDMENT TO AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This first amendment ("First Amendment") to the agreement for the provision of services associated with Community Facilities District dated September 18, 2018 ("Agreement"), by and between the City of Redlands, a municipal corporation ("City"), and Webb Municipal Finance, LLC ("Consultant"), is made and entered into this 5th day of November, 2019.

## RECITALS

WHEREAS, it is the desire of the City and Consultant to amend their existing Agreement, specifically for an extension of time for performance of services by Consultant.

NOW, THEREFORE, City and Consultant agree as follows:

## AGREEMENT

Section 1. Article 3 of the Agreement, entitled "Responsibilities of the City" is hereby amended to read as follows:

"3.2 City designates Chris Boatman, Municipal Utilities and Engineering Interim Director, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect of performance of the Services."

Section 2. Article 4 of the Agreement, entitled "Performance of Services" is hereby amended to read as follows:

"4.2 Consultant shall complete the Services by December 31, 2022, unless the Services are terminated earlier as provided for herein."

Section 3. An amended Exhibit "B," entitled "HOURLY RATE SCHEDULE" and as described in Article 5.1, is hereby substituted for the original Exhibit "B" to the Agreement, which is attached hereto and incorporated herein and into the Agreement by this reference.

Section 4. All other provisions of the Agreement shall remain unchanged by this First Amendment, and in effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment, to be effective as of 5th day of November, 2019.

CITY OF REDLANDS

Paul W. Foster, Mayor

ATTEST:

Jeanne Donaldson, City Clerk

WEBB MUNICIPAL FINANCE, LLC.

By: Heidi Schoeppe
President/Managing Director

# EXHIBIT "B" (Amended)

## HOURLY RATE SCHEDULE
**Effective through December 31, 2022**

For the services performed related to the projects identified in Exhibit "A", compensation shall be at the hourly rates set forth below, together with reimbursement, at cost, for incidental expenses incurred in connection with such services, together with reimbursement for outside services at cost plus 15%.

| PERSONNEL | $/Hr. |
|---|---|
| Principal-in-charge | $183.00 |
| Project Manager | $136.00 |
| QA/QC Analyst | $136.00 |
| GIS Analyst | $107.00 |

"A City That Works"

**City Council/Successor Agency Meeting** **AGENDA ITEM NO. I. 11.**

**DATE:** 11/05/2019

**TO:** Honorable Mayor and City Council Members

**SUBJECT:** Approve a contract amendment with Webb Municipal Finance, LLC to change the name of the City's representative and to extend the term of the agreement for 3 years to allow for the continued performance of professional services for the annual levy administration and annexations for Community Facilities District No. 2004-1 and determination that this contract amendment is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Interim Municipal Utilities and Engineering Director Boatman)

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**MOTION(S):**

I move that the City Council find that amending an existing agreement with Webb Municipal Finance, LLC to change the name of the City's representative and to extend the term of the agreement for 3 years to allow for the continued performance of professional services for the annual levy administration and annexations for Community Facilities District No. 2004-1 is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act and;

I move that the City Council approve an amendment to the existing agreement with Webb Municipal Finance, LLC, changing the name of the City's representative and extending the contract until December 31, 2022, to allow for the continued performance of professional services for the annual levy, administration, and annexations for Community Facilities District No. 2004-1.

**RECOMMENDATION:**

Staff recommends City Council find that amending an existing agreement with Webb Municipal Finance, LLC to change the name of the City's representative and to extend the term of the agreement for 3 years to allow for the continued performance of professional services for the annual levy administration and annexations for Community Facilities District No. 2004-1 is exempt from the California Environmental Quality Act pursuant to Section 15061(b)(3) of the CEQA Guidelines, and approve an amendment the existing agreement with Webb Municipal Finance, LLC to change the name of the City's representative and to extend the time period of the agreement until

December 31, 2022, to allow for the continued performance professional services for the annual levy, administration, and annexations for Community Facilities District No. 2004-1.

**DISCUSSION:**

On September 18, 2018, City Council approved an agreement with Webb Municipal Finance, LLC for an amount not to exceed $56,500. Webb Municipal Finance, LLC is a Municipal Advisor with the Securities and Exchange Commission. Webb provides land use research, classification of property, financial analysis, report preparation, enrollment of special taxes, annexation boundary map preparation, landowner elections, and preparation of notices for tax liens for the City's Community Facilities District (CFD). Municipal Utilities and Engineering Department staff utilizes Webb to provide CFD annual levy, administration, and annexation services.

Section 3.2 of the original agreement names Paul Toor, Municipal Utilities and Engineering Director, as City's representative with respect to the performance of the Services identified in the agreement. Amending the contract to identify a new representative will not alter the scope of the agreement.

Section 4.2 of the original agreement includes an expiration date of December 31, 2019. The work performed by the consultant is intermittent and is performed on an "as-needed" basis. Approximately $44,000 remains on the purchase order. Amending the contract to extend the term of the agreement for three years will simply extend the timeframe for contract administration.

Exhibit "B" of the original contract listed the effective date of the hourly rate schedule through December 31, 2019. With this amendment there is no change to the hourly rate to be paid to the consultant. Exhibit "B" has been amended to change the effective date of the hourly rate schedule through December 31, 2022.

There is no fiscal impact as funds for the amended agreement have already been allocated. Should City Council act upon the recommendation by staff, the existing purchase order with Webb Municipal Finance, LLC will be updated. The proposed action is exempt from the requirements of the California Environmental Quality Act's (CEQA) guidelines pursuant to Section 15061(b)(3) as the amendment of an existing agreement would be covered by the general rule common sense exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment, where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, and there is negligible expansion of existing facilities.

**ALTERNATIVES:**

City Council may choose not to amend the existing agreement and direct staff to advertise a request for proposals for the annual levy, administration, and annexations for Community Facilities District No. 2004-1.

**STRATEGIC PLAN:**

Not applicable.

**SUBMITTED BY:**
Chris Boatman, Interim Municipal Utilities and Engineering Director

**RECOMMENDED BY:**
Janice McConnell, Assistant City Manager

**REVIEWED BY:**
Daniel J. McHugh, City Attorney
Danielle Garcia, Management Services/Finance Director
Dana Abramovitz-Daniel, Procurement Manager
Ross Wittman, Senior Project Manager
Goutam Dobey, Senior Civil Engineer

**PREPARED BY:**
Donald Young, One Stop Permit Center Manager

**Fiscal Impact**

| | |
|---|---|
| **Fiscal Year:** | 19/20 |
| **Revenue Generating:** | No |
| **Appropriation Required Y/N:** | No |
| **Discussion:** | |

**Attachments**

A. Contract Amendment
B. Original Agreement

# AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This agreement for the provision of services associated with Community Facilities District ("Agreement") is made and entered in this 18th day of September, 2018 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City)" and Webb Municipal Finance, LLC ("Consultant"). City and Consultant are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Consultant agree as follows:

## ARTICLE 1 – ENGAGEMENT OF CONSULTANT

1.1 City hereby engages Consultant to provide Community Facilities District services for City (the "Services").

1.2 The Services shall be performed by Consultant in a professional manner, and Consultant represents that it has the skill and the professional expertise necessary to provide the Services to City at a level of competency presently maintained by other practicing professional consultants in the industry providing like and similar types of Services.

## ARTICLE 2 – SERVICES OF CONSULTANT

2.1 The Services that Consultant shall perform are more particularly described in Exhibit "A," entitled "Scope of Services," which is attached hereto and incorporated herein by reference.

2.2 Consultant shall comply with applicable federal, state and local laws and regulations in the performance of this Agreement including, but not limited to, State prevailing wage laws.

## ARTICLE 3 – RESPONSIBILITIES OF CITY

3.1 City shall make available to Consultant information in its possession that may assist Consultant in performing the Services.

3.2 City designates Paul Toor, Municipal Utilities and Engineering Director, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

## ARTICLE 4 – PERFORMANCE OF SERVICES

4.1 Consultant shall perform and complete the Services in a prompt and diligent manner accordance with the schedule set forth in Exhibit "A," entitled "Scope of Services," which is attached hereto and incorporated herein by reference. The Services shall commence on the Effective Date of this Agreement.

4.2 Consultant shall complete the Services by December 31, 2019, unless the Services are terminated earlier as provided for herein.

4.3 If Consultant's Services include deliverable electronic visual presentation materials, such materials shall be delivered in a form, and made available to the City, consistent with City Council adopted policy for the same. It shall be the obligation of Consultant to obtain a copy of such policy from City Staff.

## ARTICLE 5 – PAYMENTS TO CONSULTANT

5.1 Total compensation for Consultant's performance of the Services shall not exceed the amount of Fifty-Six Thousand Five Hundred Dollars ($56,500). City shall pay Consultant on a time and materials basis up to the not to exceed amount in accordance with Exhibit "B" entitled "HOURLY RATE SCHEDULE" attached hereto and incorporated herein by reference.

5.2 Consultant shall submit monthly invoices to City describing the Services performed during the preceding month. Consultant's invoices shall include a brief description of the Services performed, the dates the Services were performed, the number of hours spent and by whom, and a description of reimbursable expenses related to the Services. City shall pay Consultant no later than thirty (30) days after receipt and approval by City of Consultant's invoice.

5.3 Any notice or other communication required, or which may be given, pursuant to this Agreement, shall be in writing. Any such notice shall be deemed delivered (i) on the date of delivery in person; (ii) five (5) days after deposit in first class registered mail, with return receipt requested; (iii) on the actual delivery date if deposited with an overnight courier; or (iv) on the date sent by facsimile, if confirmed with a copy sent contemporaneously by first class, certified, registered or express mail; in each case properly posted and fully prepaid to the appropriate address set forth below, or such other address as a Party may provide notice in accordance with this section:

| City | Consultant |
|---|---|
| City Clerk | Heidi Schoeppe |
| City of Redlands | Webb Municipal Finance, LLC |
| 35 Cajon Street | 3750 McCray Street |
| P.O. Box 3005 (mailing) | hschoeppe@webbmfinance.com |
| Redlands, CA 92373 | 951-320-6087 |

## ARTICLE 6 – INSURANCE AND INDEMNIFICATION

6.1 The following insurance coverage required by this Agreement shall be maintained by Consultant for the duration of its performance of the Services. Consultant shall not perform any Services unless and until the required insurance listed below is obtained by

Consultant. Consultant shall provide City with certificates of insurance and endorsements evidencing such insurance prior to commencement of the Services. Insurance policies shall include a provision prohibiting cancellation or modification of the policy except upon thirty (30) days prior written notice to City.

A. Workers' Compensation and Employer's Liability insurance in the amount that meets statutory requirements with an insurance carrier acceptable to City, or certification to City that Consultant is self-insured or exempt from the workers' compensation laws of the State of California. Consultant shall execute and provide City with Exhibit "C" entitled "Workers' Compensation Insurance Certification," which is attached hereto and incorporated herein by this reference prior to performance of the Services.

B. Comprehensive General Liability insurance with carriers acceptable to City in the minimum amount of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate, for public liability, property damage and personal injury is required. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

C. Business Auto Liability coverage, with minimum limits of One Million Dollars ($1,000,000) per occurrence, combined single limit bodily injury liability and property damage liability. This coverage shall include all Consultant owned vehicles used in connection with Consultant's provision of the Services, hired and non-owned vehicles, and employee non-ownership vehicles. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

6.2 Consultant shall defend, indemnify and hold harmless City and its elected officials, employees and agents from and against any and all claims, losses or liability, including attorneys' fees, arising from injury or death to persons or damage to property occasioned by any negligent act or omission by, or the willful misconduct of, Consultant, or its officers, employees and agents in performing the Services.

## ARTICLE 7 – CONFLICTS OF INTEREST

7.1 Consultant covenants and represents that it does not have any investment or interest in any real property that may be the subject of this Agreement or any other source of income, interest in real property or investment that would be affected in any manner or degree by the performance of Consultant's Services. Consultant further covenants and represents that in the performance of its duties hereunder, no person having any such interest shall perform any Services under this Agreement.

7.2 Consultant agrees it is not a designated employee within the meaning of the Political Reform Act because Consultant:

A. Does not make a governmental decision whether to:

(i) approve a rate, rule or regulation, or adopt or enforce a City law;
(ii) issue, deny, suspend or revoke any City permit, license, application, certification, approval, order or similar authorization or entitlement;
(iii) authorize City to enter into, modify or renew a contract;
(iv) grant City approval to a contract that requires City approval and to which City is a party, or to the specifications for such a contract;
(v) grant City approval to a plan, design, report, study or similar item;
(vi) adopt, or grant City approval of, policies, standards or guidelines for City or for any subdivision thereof.

B. Does not serve in a staff capacity with City and in that capacity, participate in making a governmental decision or otherwise perform the same or substantially the same duties for City that would otherwise be performed by an individual holding a position specified in City's Conflict of Interest Code under Government Code section 87302.

7.3 In the event City determines that Consultant must disclose its financial interests, Consultant shall complete and file a Fair Political Practices Commission Form 700, Statement of Economic Interests, with the City Clerk's office pursuant to the written instructions provided by the City Clerk.

## ARTICLE 8 – GENERAL CONSIDERATIONS

8.1 In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing Party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for the use of in-house counsel by a Party.

8.2 Consultant shall not assign any of the Services, except with the prior written approval of City and in strict compliance with the terms and conditions of this Agreement. Any assignment or attempted assignment without such prior written consent may, in the sole discretion of City, results in City's immediate termination of this Agreement.

8.3 Consultant is for all purposes under this Agreement an independent Consultant and shall perform the Services as an independent Consultant. Neither City nor its agents shall have control over the conduct of Consultant or Consultant's employees, except as herein set forth. Consultant shall supply all necessary tools and instrumentalities required to perform the Services. Assigned personnel employed by Consultant are for its account only, and in no event shall Consultant or personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of City. Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent, nor shall Consultant have any authority, express or implied, to bind City to any obligation.

8.4 This Agreement may be terminated by City, in its sole discretion, by providing not less than five (5) days prior written notice to Consultant of City's intent to terminate. If this Agreement is terminated by City, an adjustment to Consultant's compensation shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed Services, and (2) any payment due Consultant at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Consultant. Upon receipt of a termination notice, Consultant shall immediately discontinue its provision of the Services and, within five (5) days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of project related data, design calculations, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by Consultant in performing the Services. Consultant shall be compensated on a pro-rata basis for Services completed up to the date of termination.

8.5 Consultant shall maintain books, ledgers, invoices, accounts and other records and documents evidencing costs and expenses related to the Services for a period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant pursuant to this Agreement. Such books shall be available at reasonable times for examination by City at the office of Consultant.

8.6 This Agreement, including the Exhibits incorporated herein by reference, represents the entire agreement and understanding between the Parties as to the matters contained herein, and any prior negotiations, written proposals or verbal agreements relating to such matters are superseded by this Agreement. Except as otherwise provided for herein, any amendment to this Agreement shall be in writing, approved by City and signed by City and Consultant.

8.7 This Agreement shall be governed by and construed in accordance with the laws of the State of California.

8.8 If one or more of the sentences, clauses, paragraphs or sections contained in this Agreement is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate the remaining sentences, clauses, paragraphs or sections contained herein, unless to do so would deprive a Party of a material benefit of its bargain under this Agreement.

IN WITNESS WHEREOF, duly authorized representatives of City and Consultant have signed in confirmation of this Agreement.

CITY OF REDLANDS

By: _____
Paul W. Foster, Mayor

WEBB MUNICIPAL FINANCIAL, LLC

By: _____
Heidi Schoeppe,
President/Managing Director

Attest:

_____
Jeanne Donaldson, City Clerk

# EXHIBIT "A"

## SCOPE OF SERVICES

ADMINISTRATION SERVICES

a. Land Use Research
   i. Development Research: WEBB will use all resources available including the San Bernardino County equalized roll data, shape file data for our in-house GIS platform, and regular parcel data updates from the Assessor's Office. We are confident we are able to quickly identify residential and commercial/industrial developments, conduct assessor's parcel research, and provide accurate database management. WEBB will conduct development research to identify building permit issuance, building square footage, and situs address for the new buildings. Upon determination of this information, WEBB will be able to provide the City with related GIS data, as required.
   ii. Parcel Research: WEBB will review current Assessor's Parcel Maps for updating the Assessor's Parcel Numbers (APN) within the City.
   iii. Database Management: WEBB will utilize our proprietary software, WebbSTARTM, to maintain a comprehensive database of the CFD and Parcel information in a form compatible for the annual levy submission to San Bernardino County as outlined in the County's fixed charge submission packet. WebbSTARTM will maintain all data related to individual parcels including special tax information,), current property ownership information, and assessed valuation information.

b. Classification of Property
   i. Exempt Property: WEBB will determine the appropriate property classification in accordance with the Rates and Method of Apportionment (RMA). WEBB will review the land use code information from the latest equalized roll from San Bernardino County and update our WebbSTARTM database for the special tax calculations annually. WEBB will identify all property owned by public agencies or entities exempt from the special tax and classify them in accordance with the RMA. WEBB will communicate these classifications to the City and report them on our Annual Levy Detail reports. WEBB will confirm the location of these properties using our GIS database and illustrate them on our annual Audit Map.
   ii. Taxable Property: WEBB will identify all taxable properties and classify them in accordance with the RMA. WEBB will communicate with the City these classifications and report them on our annual levy detail reports. Through our GIS database, we will confirm the location of these properties and illustrate them on our annual audit map.

c. Financial Analysis
   i. Special Tax Requirement: WEBB will apply the RMA and calculate the annual special taxes to be levied for the current fiscal year. WEBB will report this information to the City to assist in the budget review process. WEBB will review the special tax requirement as it is defined in the RMA to ensure accurate cost recovery for the City.

ii. Calculate Special Tax Rates: With the use of our WebbSTARTM software, WEBB will calculate the special tax rates for all classifications and report this information to the City prior to submittal to the San Bernardino County Auditor-Controller's Office.

d. Report Preparation
   i. Annual Levy Report: Once finalized, WEBB will provide the City with a hard copy and an electronic copy of the annual levy report containing the information used to calculate the annual installment amount for each parcel, as well as a summary of the total annual levy for the CFD.
   ii. Assembly Bill (AB) 2109: WEBB will prepare all required reports pursuant to the recently enacted AB 2109 (Government Code Section 12463.2). This report is due annually, seven months after the close of the fiscal year, along with the City's annual Financing Transactions Report. WEBB will inform and keep City Staff apprised of all aspects relating to this new bill.

e. Enrollment of Special Taxes
   i. Levy Requirement: In consultation with the City, WEBB will determine the Levy requirement for the current fiscal year on or before August 10.
   ii. Annual Levy Preparation and Submittal: Each year WEBB will, in consultation with City Staff, determine the levy requirement for the current fiscal year. WEBB will calculate and prepare the annual levy in the media, format, and configuration acceptable for direct submission to the San Bernardino County Auditor-Controller's Office prior to the statutory deadline and shall perform adjustments and corrections to the levies on the property tax rolls as necessary.

f. Roll Changes and Adjusted Property Tax Bills
   i. Changes to the Secured Tax Roll: Upon determination that changes to the secured tax roll necessitate corrections/revisions after the deadline, WEBB will research, recalculate, and with the City's approval, rectify the issue.

g. Responses to Property Owner Questions
   i. Primary Contact: WEBB will serve as the initial and primary contact to the CFD's property owners, title companies and other interested parties regarding the CFD proceedings and annual installments. A toll free telephone number, of WEBB's designation, will appear on the regular property tax bill, next to the CFD, to facilitate contact with the public. WEBB will provide a toll free phone number for the City to refer property owners, title companies, and other interested parties to in regard to CFD proceedings and annual installments.

h. Disclosure
   i. Report Preparation: WEBB will prepare, for the City's approval, any State and/or Federal Disclosure reporting requirements pertaining to the CFD, if applicable. WEBB will provide an electronic and a hard copy of each report to the City for internal use.

ANNEXATION SERVICES

a. Annexation Boundary Map

i. Boundary Map Preparation: WEBB's Engineers and GIS Specialists will prepare the annexation boundary map, illustrating the boundaries of territory proposed for inclusion in the CFD, capturing the entirety of any parcel subject to taxation by the CFD. The map shall meet the requirements of the Mello-Roos Act and the San Bernardino County Recorder's Office. Additionally, WEBB will record the map with the San Bernardino County Recorder's Office.

b. Gathering Information

i. Land Use Classification: WEBB will meet with the City's Staff, legal counsel, team of consultants and project proponents to confirm the annexation schedule of events, procedural and financial considerations, establish the appropriate land use classifications, and discuss and identify the boundaries of the proposed annexation. WEBB will obtain the latest assessor's parcel maps and equalized tax roll information from the San Bernardino County Assessor's Office, and GIS shape files from our in-house GIS platform for the annexation.

ii. Identify Boundaries: WEBB's GIS Specialists will identify the boundaries of territory proposed for inclusion in the annexation capturing the entirety of any parcel subject to taxation by the annexation.

c. Consulting Services

i. Consulting and Advising: WEBB will provide consulting services and advise the City as necessary. This includes due diligence to ensure accuracy in the process and provision of clear written documentation in our approach to structuring the RMA and the special tax roll. To ensure and maintain quality assurance, WEBB has instituted an internal auditing and review policy that requires a minimum of two individuals with the appropriate expertise to review and audit any information prior to dissemination of that information to the client. WEBB will attend City Council meetings as well as informal meetings or hearings held for the purpose of disseminating information to the public. WEBB will be fully prepared to present all necessary testimony and to respond to all public comments.

d. Landowner Election

i. Owner Name Preparation: WEBB will prepare a list of the owner names and acreages using the most current data available from the San Bernardino County Assessor's office.

ii. Registrar of Voters: WEBB will obtain a certificate from the Registrar of Voters confirming whether there are, or are not, registered voters within the boundaries of the annexation.

e. Notice of Special Tax Lien

i. Notice Preparation: WEBB will provide a list of APNs for the Notice of Special Tax.

ADDITIONAL SERVICES NOT INCLUDED IN SCOPE OF SERVICE, INCLUDED IN ANNUAL FEE

F. Assembly Bill (AB) 2109

i. Report Preparation: WEBB will prepare all required reports pursuant to the recently enacted AB 2109 (Government Code Section 12463.2). This report is due annually, seven

months after the close of the fiscal year, along with the City's annual Financing Transactions Report. WEBB will inform and keep City Staff apprised of all aspects relating to this new bill.

# EXHIBIT "B"

## HOURLY RATE SCHEDULE
**Effective through December 31, 2019**

| PERSONNEL | $/ Hr. |
|---|---|
| Principal-in-charge | $183.00 |
| Project Manager | $136.00 |
| QA/QC Analyst | $136.00 |
| GIS Analyst | $107.00 |
| Financial Analyst | |

# EXHIBIT "C"

## WORKERS' COMPENSATION INSURANCE CERTIFICATION

Every employer, except the State, shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.

(b) By securing from the Director of Industrial Relations, a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

CHECK ONE

✓ I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work and activities required or permitted under this Agreement. (Labor Code §1861).

_____ I affirm that at all times, in performing the work and activities required or permitted under this Agreement, I shall not employ any person in any manner such that I become subject to the workers' compensation laws of California. However, at any time, if I employ any person such that I become subject to the workers' compensation laws of California, immediately I shall provide the City with a certificate of consent to self-insure, or a certification of workers' compensation insurance.

I certify under penalty of perjury under the laws of the State of California that the information and representations made in this certificate are true and correct.

Webb Municipal Finance, LLC Date: 9/18/18

By: Heidi Schoeppa
Heidi Schoeppe
President/Managing Director

# CITY OF REDLANDS
# REQUEST FOR ADDITIONAL APPROPRIATION

DATE OF REQUEST: 12/20/2022

| FINANCE USE ONLY |
|---|
| TRANSACTION NO: |
| ACCOUNTING PERIOD: |

An additional appropriation is hereby requested as follows:

Department: Development Services

| EXPENDITURE APPROPRIATION INCREASE (if applicable) | | | | |
|---|---|---|---|---|
| **Account Description** | **Orgkey** | **Object Code** | **Job Ledger (If applicable)** | **Amount** |
| Professional Services | 101163 | 6106 | | $ 33,577.59 |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | **$** | $ 33,577.59 |

| REVENUE APPROPRIATION INCREASE (if applicable) | | | | |
|---|---|---|---|---|
| **Account Description** | **Orgkey** | **Object Code** | **Job Ledger (If applicable)** | **Amount** |
| | | | | $ 0.00 |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | **$** | $ 0.00 |

JUSTIFICATION: Increase professional services to fund the Webb Municipal Finance, LLC agreement associated with providing annexation services for the Community Facilities District 2004-1 (CFD). Fees associated with this service are collected each time an annexation into the CFD is requested.

Requested By: Brian Desatnik
Department Head

Recommended By Finance Director:

Yes _____ No _____ Signed _____

Comments: _____

Recommended: _____
City Manager

Approved by City Council:

Date: _____

Signed: _____
City Clerk

**City Council/Successor Agency Meeting** **G. 8.**

**DATE:** 02/07/2023

**TO:** Honorable Mayor and City Council Members

**SUBJECT:** Approve an addendum amending the existing State Plan of Operation between the State and the Redlands Police Department and authorize the Chief of Police to execute the addendum (Police Chief Catren)

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## MOTION(S):

I move to approve an addendum amending the existing State Plan of Operation between the State and the Redlands Police Department and authorize the Chief of Police to execute the addendum.

## RECOMMENDATION:

Staff recommends City Council approve an addendum amending the existing State Plan of Operation between the State and the Redlands Police Department and authorize the Chief of Police to execute the addendum.

## DISCUSSION:

This addendum amends the existing State Plan of Operation (dated February 2021) between the State and the Redlands Police Department (LEA) and is herein referred to as the SPO Addendum. The SPO Addendum implements requirements found within Presidential Executive Order (EO) 14074 (Section 12), signed on May 25, 2022. In accordance with current SPO-Paragraph 17, notice is being provided of a unilateral change to the SPO. Unless the Department takes immediate action to terminate the current SPO, the modifications or amendments will become binding.

This addendum addresses:

1. ROLES AND RESPONSIBILITIES
2. MODIFICATION TO DEFINITION OF “CONTROLLED” PROPERTY"
3. PROHIBITED ITEMS THAT MAY BE ISSUED FOR LIMITED PURPOSES

4. ACQUIRING (OR RETAINING) CONTROLLED PROPERTY
5. REGIONAL SHARING AGREEMENTS
6. POLICIES/PROCEDURES
7. TRAINING
8. DOCUMENTATION REQUIRED FOR “SIGNIFICANT INCIDENTS”
9. ANNUAL CERTIFICATIONS
10. SAVINGS CLAUSE/INTERPRETATION
11. AGREEMENTS OF PARTIES

**ALTERNATIVES:**

Do not approve the addendum amending the existing State Plan of Operation between the State and the Redlands Police Department.

**STRATEGIC PLAN:**

Not applicable

**SUBMITTED BY:**
Christopher R. Catren, Chief of Police

**RECOMMENDED BY:**
Charles M. Duggan Jr., City Manager

**REVIEWED BY:**
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director
Dana Abramovitz-Daniel, Procurement Manager

**PREPARED BY:**
Shayna Walker, Operations Manager

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**Fiscal Impact**

| | |
|---|---|
| **Fiscal Year:** | 2022-23 |
| **Revenue Generating:** | N |
| **Appropriation Required Y/N:** | N |
| **Budgeted Y/N:** | Y |
| **Account No.:** | 246200 |
| **Discussion:** | |

At this time, the Redlands Police Department does not foresee acquiring any property from the program during this year. However, if any expenses are incurred for maintaining past property obtained or if the Redlands Police Department decides to acquire property from the program, the expenses will be paid out of Non-General Fund Asset Forfeiture Account.

## Attachments

Addendum to LESO Program State Plan of Operation

DEFENSE LOGISTICS AGENCY
DISPOSITION SERVICES
74 WASHINGTON AVENUE NORTH
BATTLE CREEK, MICHIGAN 49037-3092

GPL August 15, 2022

MEMORANDUM FOR LAW ENFORCEMENT SUPPORT OFFICE (LESO) PROGRAM PARTICIPATING LAW ENFORCEMENT AGENCY (LEA)

SUBJECT: Addendum to LESO Program State Plan of Operation (SPO)

This addendum amends the existing State Plan of Operation (dated February 2021) between the State and Law Enforcement Agency (LEA) and is herein referred to as the SPO Addendum. The SPO Addendum implements requirements found within Presidential Executive Order (EO) 14074 (Section 12), signed on May 25, 2022. In accordance with current SPO-Paragraph 17, notice is being provided of a unilateral change to the SPO. Unless an LEA takes immediate action to terminate the current SPO, the modifications or amendments will become binding.

**1) ROLES AND RESPONSIBILITIES** The State Shall:

a) Ensure each LESO Program participating Law Enforcement Agency (LEA) has signed the LESO-approved SPO Addendum no later than January 1, 2023. The SPO Addendum will be signed by the Chief Law Enforcement Official (CLEO) (or assigned designee) and the current State Coordinator (SC) (or authorized State Point of Contact [SPOC]).

b) Provide LESO with a comprehensive list of LEAs who do not sign the SPO Addendum by January 1, 2023. LESO will restrict the LEA to ensure LEA may not request or receive "controlled" property as defined within this addendum.

**2) MODIFICATION TO DEFINITION OF "CONTROLLED" PROPERTY** This SPO Addendum adds the below items to the "controlled" property definitions currently found in the 2021 SPO. These items are added pursuant to EO 14074 which reestablishes EO 13688. In 2017, the Law Enforcement Equipment Working Group (established by EO 13688), further added, deleted and refined the definitions of "controlled" items in their annual equipment list review. Provisions within the 2021 MOA applicable to "controlled" property apply to the items listed below (regardless of DEMIL and/or DEMIL Integrity Code). Title and ownership of the "controlled" property listed below remains with the DoD in perpetuity and will not be relinquished to the LEA (regardless of DEMIL and/or Integrity Code). The LESO retains final authority to determine what items qualify as "controlled" property. The below items listed in Section 1.2 of Law Enforcement Equipment Working Group (LEEWG) Recommendations (as modified in 2017), will be managed and issued as controlled property unless other restrictions or conditions are noted:

a) *Manned Aircraft, Fixed Wing:* Powered aircraft with a crew aboard, such as airplanes, that use a fixed wing for lift. (Note: These items were previously listed as controlled in LESO Program. Any aircraft without commercial application are prohibited).

b) *Manned Aircraft Rotary Wing:* Powered aircraft with a crew aboard, such as helicopters, that use a rotary wing for lift. (Note: These items were previously listed as controlled in LESO Program. Any aircraft without commercial application are prohibited).

c) *Unmanned Aerial Vehicles*: A remotely piloted powered aircraft without a crew onboard. (Note: These items are not currently issued in the LESO Program).

d) *Armored Vehicles, Wheeled***:** Any wheeled vehicle either purpose-built or modified to provide ballistic protection to its occupants, such as a Mine-Resistant Ambush Protected (MRAP) vehicle or an Armored Personnel Carrier (APC). These vehicles are sometimes used by law enforcement personnel involved in dangerous operating conditions, including active shooter or similar high-threat situations. These vehicles often have weapon-firing ports. (Note: These vehicles were previously considered controlled due to DEMIL code and are now prohibited unless certification requirements in Section 3 are met).

e) *Tactical Vehicles, Wheeled*: A vehicle purpose-built to operate on- and off- road in support of military operations, such as a High Mobility Multi-purpose Wheeled Vehicle (HMMWV), 2.5-ton truck, 5-ton truck, or a vehicle with a breaching or entry apparatus attached. These vehicles are sometimes used by law enforcement in rough terrain or inclement weather for search and rescue operations, as well as other law enforcement functions. This excludes commercially available vehicles not tactical in nature, such as pick-up trucks or SUVs. (Note 1: This is LEEWG modified definition from 2017. Note 2: All tactical vehicles will now be considered controlled, and title will not pass. Note 3: Armored vehicles in this category will be considered prohibited unless certification requirements in Section 3 are met).

f) *Command and Control Vehicles:* Any wheeled vehicle either purpose-built or modified to facilitate the operational control and direction of public safety units responding to an incident. Command and control vehicles provide a variety of capabilities to incident Commander, including, but not limited to, the provision for enhanced communications and other situational awareness capabilities. Command and Control Vehicles are similar to a recreational vehicle and can accommodate multiple people at multiple workstations in the command center. This category does not include SUVs and is not intended for other types of vehicles that could serve as a command-and-control center. (Note 1: This is the LEEWG modified definition from 2017. Note 2: Armored vehicles in this category will be considered prohibited unless certification requirements in Section 3 are met).

g) *Specialized Firearms and Ammunition Under .50-Caliber (excludes firearms and ammunition designed for regularly assigned duties) and less lethal launchers*: Weapons and corresponding ammunition for specialized operations or assignment. This includes launchers specifically designed and built to launch less lethal projectiles. This excludes weapons such as service issued handguns, rifles or shotguns that are issued or approved by the agency to be used by all sworn officers/deputies during the course of regularly assigned duties. (Note 1: This is the LEEWG modified definition from 2017. Note 2: The LESO Program only issues weapons under .50 caliber that are designed for regularly assigned duties).

h) *Explosives and Pyrotechnics*: Includes "flash bangs" as well as explosive breaching tools often used by special operations units. (Note: These items were previously prohibited in the LESO Program and are now specifically prohibited in EO 14074).

i) *Breaching Apparatus*: Tools designed to provide rapid entry into a building or through a secured doorway. These tools may be mechanical in nature (a battering ram connected to a vehicle or a propellant), ballistic (slugs), or explosive. This category does not include dual purpose tools such as a sledgehammer or bolt cutter. (Note: This is the LEEWG modified definition from 2017).

j) *Riot/Crowd Control Batons:* Non-expandable of greater length (more than 24 inches) than service-issued types and are intended to protect its wielder during crowd control situations by providing distance from assailants. This category includes all batons with advanced features such as tear gas discharge, electronic or "stun" capabilities. (Note: This is the LEEWG modified definition from 2017).

k) *Riot Helmets:* Helmets designed to protect the wearer's face and head from injury during melees from projectiles including rocks, bricks, liquids, etc. Riot helmets include a visor which protects the face. (Note 1: The LEEWG removed these items from the controlled list in 2017. Note 2: LESO does not issue Kevlar helmets based on DoD policy).

l) *Riot/Crowd Control Shields:* Shields intended to protect wielders from their head to their knees in crowd control situations. Most are designed for the protection of the user from projectiles including rocks, bricks, and liquids. Some afford limited ballistic protection as well. (Note: This is the LEEWG modified definition from 2017).

**3) PROHIBITED ITEMS THAT MAY BE ISSUED FOR LIMITED PURPOSES** EO 14074 lists the below items as "prohibited" for issue under the LESO Program; however identifies specific authorized uses for these "prohibited" items if requested, utilized and annually certified as being used only in authorized manners. When utilized in an authorized manner (as indicated in the below example descriptions), the items are categorized as "controlled" property.

a) *Long Range Acoustic Devices (LRAD) that do not have commercial application*- LRADs are capable of directing sound over great distances at extreme volume in more geographical precision than an ordinary speaker. Certain LRAD capabilities which are aimed at dispersing individuals or groups as a kinetic use-of-force shall not be used. Examples of LRAD capabilities that shall not be used include (but are not limited to) attention commanding alert tones, powerful warning tones and/or deterrent tones.

i) *Authorized uses*- LRADs may only be utilized as a public address system for commercial purposes. Any other use is not authorized.

ii) *Annual Certification Requirements*- During the LESO Program annual inventory, LEAs with LRADs must certify that the LRAD is utilized exclusively as a public address system for commercial purposes. An LEAs signature on the SPO Addendum agreeing to these new terms will serve as initial certification.

iii) LEAs that do not have a current SPO Addendum on file by January 1, 2023 or who fail to annually certify the LRAD is being used in an authorized manner must return LRAD(s) to DLA Disposition Services.

b) *Vehicles that do not have commercial application*- This includes all tracked and armored vehicles, such as a Mine-Resistant Ambush Protected (MRAP), Armored Personnel Carrier (APC), or Armored HMMWV. (Note: This category excludes vehicles with commercial application, such as pick-up trucks, non-armored HMMWVs, 2.5-ton trucks, 5-ton trucks, or SUVs. The LESO Program identifies/defines vehicles with "commercial application" as items with a DEMIL Code of "A" or DEMIL "Q" (with an Integrity Code of 6) that may be sold to the general public under DoD sales programs).

i) *Authorized uses*- EO 14074 allows limited transfer of vehicles that do not have commercial application if the LEA certifies that the vehicle will be used exclusively for disaster-related emergencies; active shooter scenarios; hostage or other search and rescue operations; or anti-terrorism preparedness, protection, prevention, response, recovery, or relief. Any other use of these vehicles is not authorized.

ii) *Annual Certification Requirements*- During the LESO Program annual inventory, LEAs with these vehicles must certify that the vehicle(s) is utilized exclusively for disaster-related emergencies; active shooter scenarios; hostage or other search and rescue operations; or anti-terrorism preparedness, protection, prevention, response, recovery, or relief. An LEAs signature on the SPO Addendum agreeing to these new terms will serve as initial certification.

iii) LEAs that do not have a current SPO Addendum on file by January 1, 2023 or who fail to annually certify that the vehicle(s) use is exclusively for disaster-related emergencies; active shooter scenarios; hostage or other search and rescue operations; or anti-terrorism preparedness, protection, prevention, response, recovery, or relief must return vehicle(s) to DLA Disposition Services.

**4) ACQUIRING (OR RETAINING) CONTROLLED PROPERTY** The State shall:

a) Review, verify and only submit to LESO for approval, requests for controlled property by LEAs who have current SPO and SPO Addendum on file with the state.

b) Ensure LEAs return controlled property to DLA Disposition Services if the Department of Justice (DOJ) determines or a Federal, State, Tribal, local, or territorial court enters a final judgment finding that the LEA has engaged in a pattern or practice of civil rights violations.

c) Ensure that prior to requesting/acquiring any controlled property, the LEAs:

i) Provide written or electronic notification to the local community of its intent to request controlled property. The notification must be translated into appropriate languages to inform individuals with limited English proficiency. The LESO Program would *recommend* that LEAs provide a notice of intent to request controlled property to the local community on or before January 1, 2023 and at the beginning of each fiscal year (October 1st) thereafter. This notification should include a comprehensive list of any controlled property that may be requested throughout the year. If this notice of intent does not include a specific controlled property item, such item may not be requested in the LESO Program until 30-days after an updated notice is published.

ii) Provide written or electronic notification to the city council or appropriate local Civilian Governing Body (CGB) of its intent to request controlled property and allow "reasonable opportunity to review" (normally 30-days). The LESO Program would *recommend* that LEAs provide a notice of intent to the CGB on or before January 1, 2023 and at the beginning of each fiscal year (October 1st) thereafter. This notification should include a comprehensive list of any controlled property that may be requested throughout the year. If this notice of intent does not include a specific controlled property item, such item may not be requested in the LESO Program until 30-days after an updated notice is published. Requests for controlled property must comport with all applicable approval requirements of the CGB.

(1) The above requirement includes elected Sheriff's who also shall notify their CGB or city or county government within their jurisdiction.

(2) In cases of disagreement between requesting LEAs and CGB, the Governor appointed LESO Program State Coordinator (SC) will obtain an advisory opinion from the States Attorney General's Office on whether CGBs are authorized by state law to deny the request.

iii) *Campus LEAs operating in Institutions of Higher Education (IHE)*- LEAs operating in IHEs otherwise referred to as "Campus Police" or "Campus LEAs" must also adhere to the requirements identified below:

(1) Obtain the IHE Board of Governors (or an equivalent body) *explicit approval* for the acquisition of controlled property. Such approval must be evidenced in the Campus LEAs request submitted to the LESO Program. Silence or inaction by the Campus LEAs Board of Governors does not constitute evidence of approval, and the "reasonable opportunity to review" (normally 30-days) standard does not apply to Campus LEA applications.

(2) Certify that their policies and training include specific provisions on using controlled property in a way that does not chill speech, is not disruptive to the educational environment, and does not foster a hostile climate among students.

(3) Campus LEAs who receive controlled vehicles are required to remove the militaristic appearance (i.e., painting the vehicle a different color).

**5) REGIONAL SHARING AGREEMENTS** LESO Program participants who are part of a regional sharing agreement must also adhere to the following requirements. LEAs shall:

a) Provide information regarding the size of the region, including the number and size of the LEA with access to the requested controlled property and the estimated population served.

b) Ensure any controlled property providing support in a regional sharing agreement is utilized in accordance with the LESO Program SPO and this SPO Addendum.

c) Ensure that only LESO Program participants within the regional sharing agreement utilize the controlled property. Agencies/activities who are not LESO Program participants may not utilize or direct the use of controlled property obtained via the LESO Program.

d) Obtain SC/SPOC approval to temporarily conditionally loan property to another LESO Program participant within the regional sharing agreement (if mission requires). If the SC/SPOC approves the temporary conditional loan, it shall be done using an acceptable Equipment Custody Receipt (ECR). At the end of the temporary conditional loan, the item (s) shall be returned to the original LEA for accountability. All requests for conditional loans will be based on bona fide law enforcement requirements.

i) The LESO Program participant with controlled property on their inventory must certify that the other LESO Program participant in the regional sharing agreement requesting the property under a conditional loan:

(1) Has adopted requisite protocols (in Section 6 below) or will adopt those protocols before their personnel use the controlled property,

(2) Have provided requisite training (in Section 7 below) or will provide that training before their personnel use the controlled property, and

(3)Will adhere to the information collection and retention requirements (in Section 8 below).

ii) The LEA conditionally loaning the controlled property will remain accountable to the LESO Program to ensure the above provisions are met.

**6) POLICIES/PROCEDURES** LEAs must establish policies/procedures that are consistent with the standards listed below, in order to request or maintain controlled property. LEAs must:

a) Adopt and comply with general policing standards.

i) *Community Policing*- LEA policies/procedures should reflect the concept that trust and mutual respect between police and the communities they serve are critical to public safety. Community policing fosters relationships between law enforcement and the local community which promotes public confidence in LEAs therefore increasing LEA ability to investigate crimes and keep the peace.

ii) *Constitutional Policing*- LEA policies/procedures must emphasize that all police work should be carried out in a manner consistent with the requirements of the U.S. Constitution and federal law. Policies/procedures must include First, Fourth, and Fourteenth Amendment principles in law enforcement activity, as well as compliance with Federal and State civil rights laws. LEA certified law enforcement officers receive training on the rights embodied by such Constitutional Amendments and how these amendments inform policing policies/procedures.

iii) *Community Input and Impact*- LEA policies/procedures must identify mechanisms that LEAs will use to engage the communities they serve to inform them and seek their input about LEAs actions, role in, and relationships with the community. LEAs should make particular efforts to seek the input of communities where controlled property is likely to be used so as to mitigate the effect that such use may have on public confidence in the police. This could be achieved through the LEAs regular interactions with the public through community forums, town halls, or meetings with the Chief, or community outreach divisions.

b) Adopt and comply with controlled property standards.

i) *Appropriate Use of Controlled Property*- LEA policies/procedures must define appropriate use of controlled property; officers who are authorized to use controlled property must be trained on these policies/procedures. LEAs should examine scenarios in which controlled property will likely be deployed, the decision-making processes that will determine whether controlled property is used, and the potential that both use and misuse of controlled property could create fear and distrust in the community. Policies/procedures should consider whether measures can be taken to mitigate that effect (i.e., keep armored vehicles at a staging area until needed) and any alternatives to the use of such property and tactics to minimize negative effects on the community, while preserving officer safety.

ii) *Supervision of Use*- LEA policies/procedures must specify appropriate supervision of personnel operating or utilizing controlled property. Supervision must be tailored to the type of controlled property being used and the nature of the engagement or operation during which the property will be used. Policies/procedures must describe when a supervisor of appropriate authority is required to be present and actively overseeing the property being used.

iii) *Effectiveness Evaluation*- LEA policies/procedures must articulate that the LEA will regularly monitor and evaluate the effectiveness and value of controlled property to determine whether continued deployment and use is warranted on operational, tactical, and technical grounds. LEAs should routinely review after-action reports and analyze any data on, for example, how often controlled property is used or whether controlled property is used more frequently in certain law enforcement operations or in particular locations or neighborhoods.

iv) *Auditing and Accountability*- LEA must establish policies/procedures that are designed to prevent misuse, unauthorized use and/or loss of controlled property. LEA will hold personnel accountable to agree and comply with State, local, Tribal and Federal controlled property use policies/procedures.

v) *Transparency and Notice*- LEA policies/procedures must articulate that LEA will engage the community regarding controlled property, policies/procedures governing its use, and review of "significant incidents" (as defined in Section 8), with the understanding that there are reasonable limitations on disclosures of certain information and law enforcement sensitive operations and procedures.

c) Must adopt and comply with record-keeping requirements for controlled property.

i) Upon LESO request, LEAs must provide a copy of the general policing standards and specific controlled property standards that were adopted, to include any related policies/procedures.

ii) *Record-Keeping Requirement*- LEAs must retain comprehensive training records, either in the personnel file of the officer who was trained or by the LEAs training division or equivalent entity, for a period of at least three (3) years, and must provide a copy of these records, upon LESO request.

**7) TRAINING** LEAs that request or have acquired controlled property via the LESO Program must establish written policies/procedures for controlled property use, and all personnel who are authorized to use the controlled property will be trained on these policies/procedures. LEAs must:

a) Provide annual training on general policing standards to personnel who may use the controlled property.

b) Provide annual training on property standards to personnel who may use the controlled property.

c) Provide controlled property operational and technical training to personnel and ensure personnel are proficient prior to using controlled property.

d) Provide scenario-based training to personnel that combines constitutional and community policing principles with controlled property specific training. LEA personnel authorizing or directing the use of controlled property should have enhanced scenario-based training to examine, deliberate, and review the circumstances in which controlled property should or should not be used.

**8) DOCUMENTATION REQUIRED FOR "SIGNIFICANT INCIDENTS"** LEAs must collect and retain the information (described below) when any law enforcement activity involves a "Significant Incident" which requires (or results in) the use of controlled property on the LEAs inventory. A "Significant Incident" is defined as any law enforcement operation or action that involves: 1) a violent encounter among civilians or between civilians and the police, 2) a use-of-force that causes death or serious bodily injury, 3) a demonstration or other public exercise of First Amendment rights, or 4) an event that draws, or could be reasonably expected to draw, a large number of attendees or participants, such as those where advanced planning is needed. LEAs must:

a) Collect and retain documentation for controlled property used in a "Significant Incident" for a minimum of three (3) years after the incident has occurred. The LEA must provide documentation to LESO upon request.

i) Documentation should also be made available to the community the LEA serves in accordance with applicable policies/procedures with exemptions made concerning the disclosure of any sensitive information.

b) No new report or format is required for "Significant Incident" reports so long as information is easily accessible and organized. The required information may already exist in a police report, operations plan, officer daily log, incident report, after-action report or described in a use-of-force report. If required information (annotated below) is contained in a pre-existing reports, the LEA must simply ensure that the report includes information that controlled property was used. Required information is listed below:

i) Name and quantity of controlled property used, including relevant details such as make/model/serial number of controlled property used.

ii) Description of the LEA action/operation involving the controlled property.

iii) Identification of LEA personnel who used and directed the use of the controlled property.

iv) Identify or describe civilians who were the subject or target of LEA action/operation. For large crowds or multiple persons, the LEA must provide general description of the civilians (i.e., a crowd of approximately 250 people).

v) Result of the action/operation in which controlled property was used (i.e., arrests, citations, injuries or fatalities, use-of-force, victim extraction, or property damage).

**9) ANNUAL CERTIFICATIONS** By signing the SPO Addendum, the LEA agrees to the below certification statements. In addition, the LEA must annually certify compliance with the below certification statements during the Annual LESO Program Inventory. LEAs must:

a) Certify they have authorization from their CGB to participate in the LESO Program.

b) Certify they have provided their CGB and local community a comprehensive list of controlled property that may be requested through the LESO Program.

i) Notification may be made electronically or in writing and must be translated into appropriate languages to inform individuals with limited English proficiency. It is recommended this notification be done on an annual basis.

ii) If controlled property is not identified in the comprehensive list provided to the CGB and local community, an updated notification to CGB and local community must be made. The CGB and local community will be afforded 30-days to review what additional items are being requested.

c) Certify the request for controlled property comports/complies with all applicable approval requirements of the CGB.

d) Certify they have adopted and comply with controlled property standards (i.e., appropriate use, supervision of use, effectiveness evaluation, auditing/accountability of use, transparency/notice of use, and record-keeping requirements.

e) Certify they have provided annual training to personnel on the maintenance, sustainment, and appropriate use of controlled property, including respect for the rights of citizens under the Constitution of the United States and de-escalation of force.

f) *(LEAs with LRADs*) Certify that the LRAD is utilized exclusively as a public address system for commercial purposes.

g) Certify that controlled property vehicle(s) are utilized exclusively for disaster-related emergencies; active shooter scenarios; hostage or other search and rescue operations; or anti-terrorism preparedness, protection, prevention, response, recovery, or relief.

h) Certify that controlled property requiring a license (or other authorization), is only utilized by personnel who hold license (or other authorization) to operate such property.

i) Certify that controlled property will be returned to DLA Disposition Services when no longer needed.

j) Certify that they are abiding by the current LESO Program SPO and SPO Addendum, and maintain a signed copy of these documents on file.

k) Certify the Application for Participation on-file with LESO Program is current and accurately reflects the number of officers in the agency when fully staffed. (Note: If Application for Participation is not accurate, LEA must provide an updated Application for Participation to State Coordinators Office).

l) Certify they are compliant with LESO Program allocation limits. (Note: Property allocation limits are based on the number of officers at an LEA when fully staffed).

m) Certify that they agree to return the controlled property if the Department of Justice (DOJ) determines or a Federal, State, Tribal, local, or territorial court enters a final judgment finding that the LEA has engaged in a pattern or practice of civil rights violations.

n) *Campus LEAs (as described in Section 4)* must also certify that their policies and training include specific provisions on using controlled property in a way that does not chill speech, is not disruptive to the educational environment, and does not foster a hostile climate among students.

o) *Program participants who are part of a regional sharing agreement (as described in Section 5)*, must also certify that the other LESO Program participant in the regional sharing agreement requesting the property under a conditional loan: 1) Have adopted requisite protocols in (as described in Section 6) or will adopt those protocols before their personnel use the controlled property, 2) Have provided requisite training (as described in Section 7) or will provide that training before their personnel use the controlled property, and 3) Will adhere to the information collection and retention requirements (as described in Section 8).

**10) SAVINGS CLAUSE/INTERPRETATION** Nothing in this SPO Addendum shall be construed to impair or otherwise affect the requirements under the existing SPO between the State and LEA (dated February 2021), unless expressly amended herein. To the extent there is a disagreement concerning the interpretation of this SPO Addendum or the extent this SPO Addendum affects requirements under the existing SPO, the disagreement shall be resolved at the exclusive discretion of the LESO Program.

**11) AGREEMENTS OF PARTIES** By signing this SPO Addendum, the State and LEA acknowledges and accepts these changes. The SPO Addendum must be signed by LEAs no later than January 1, 2023 to remain eligible for LESO Program participation. The changes contained in this SPO Addendum are acknowledged and accepted by the following:

Governor-appointed State Coordinator State of Greg Schumaker

Title (Print): State Point of Contact

Name (Print): _____

Signature (Sign): _____ Date MM/DD/YYYY): _____

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Law Enforcement Agency Name: Redlands Police Department

Chief Law Enforcement Official (CLEO) Title (Print): Chief of Police

Name (Print): Chris Catren

Signature (Sign): _____ Date MM/DD/YYYY): _____

**City Council/Successor Agency Meeting** **G. 9.**

**DATE:** 02/07/2023

**TO:** Honorable Mayor and City Council Members

**SUBJECT:** Approve the Interlocal Agreement between the Town of Apple Valley, the Cities of Adelanto, Barstow, Chino, Colton, Fontana, Hesperia, Highland, Montclair, Ontario, Rancho Cucamonga, Redlands, Rialto, San Bernardino, Twentynine Palms, Upland, Victorville, and the County of San Bernardino Concerning Distribution of the 2022 Justice Assistance Grant Award, and an additional appropriation of $18,431 to the police department (Police Chief Catren)

---

## MOTION(S):

If the City Council determines that staff's recommendation is appropriate, the following motion is provided:

1. I move to approve the Interlocal Agreement Between the Town of Apple Valley, the Cities of Adelanto, Barstow, Chino, Colton, Fontana, Hesperia, Highland, Montclair, Ontario, Rancho Cucamonga, Redlands, Rialto, San Bernardino, Twentynine Palms, Upland, Victorville, and the County of San Bernardino Concerning Distribution of the 2022 Justice Assistance Grant Award; and

2. An additional appropriation of $18,431 to the police department.

## RECOMMENDATION:

Staff recommends that City Council approve the Interlocal Agreement Between the Town of Apple Valley, the Cities of Adelanto, Barstow, Chino, Colton, Fontana, Hesperia, Highland, Montclair, Ontario, Rancho Cucamonga, Redlands, Rialto, San Bernardino, Twentynine Palms, Upland, Victorville, and the County of San Bernardino Concerning Distribution of the 2022 Justice Assistance Grant Award, and an additional appropriation of $18,431 to the police department.

## DISCUSSION:

As in past years, the Redlands Police Department (RPD) is entitled to a share of the 2022 Justice Assistance Grant (JAG) Award monies which are allocated based on city population. All of the above-listed governmental agencies agree to allow the County of San Bernardino to administer the grant funds and to distribute to each agency their allocated monies to expend the funds in accordance with JAG guidelines. The RPD will receive $18,431. The police department plans to utilize the $18,431 to expand its community-based automated license plate recognition program (ALPR). Any additional money left over will be utilized to update the Redlands Police Department's fixed camera surveillance system.

The RPD initially partnered with various community stakeholders to create a community-based ALPR camera program on a small scale due to budgetary constraints. Due to the program's success, additional cameras were approved in the FY 22-23 and FY 23-24 city budgets. The goal is to have most egress points of the city covered by an ALPR camera. This grant project will allow the City of Redlands to expand the ALPR program which will help solve or prevent acts of violence and other crimes. ALPRs are high-speed camera systems that photograph license plates, convert the numbers and letters into machine-readable text, tag them with the time and location, and upload that data into a database for retrieval.

The RPD is sensitive to concerns regarding ALPRs and has been very transparent in the manner it deploys such cameras by holding town hall meetings, explaining deployments, allowing the Redlands Privacy Council to review the program, and preparing City Council staff reports which further allow the public to comment on the program. The RPD utilizes the vendor Flock Safety Group Inc. to install these cameras at strategic locations to capture vehicles leaving certain areas of the city in an effort to identify suspects who have just committed a crime. The Flock Safety vendor focuses on addressing privacy concerns and only retains the images of the vehicles for 30 days. Access to the images is regulated by RPD policy, which can be found on RPD's website. Currently, there are approximately 45 Flock Safety cameras deployed in the City of Redlands. The City only pays for a portion of those cameras as residents, business owners, and other organizations have funded the other cameras.

## ALTERNATIVES:

Do not accept the grant

**STRATEGIC PLAN:**

Not applicable

**SUBMITTED BY:**
Christopher R. Catren, Police Chief

**RECOMMENDED BY:**
Charles M. Duggan Jr., City Manager

**REVIEWED BY:**
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director

**PREPARED BY:**
Travis Martinez, Deputy Chief of Police

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**Fiscal Impact**

| | |
|---|---|
| **Fiscal Year:** | FY 2022-24 |
| **Revenue Generating:** | N |
| **Appropriation Required Y/N:** | Y |
| **Amount:** | 18431 |
| **Budgeted Y/N:** | N |

**Discussion:**
The Redlands Police Department's share of the grant totals $18,431.

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**Attachments**

Interlocal Agreement
Add'l Approp JAG 2022

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INTERLOCAL AGREEMENT
BETWEEN THE TOWNS OF APPLE VALLEY AND YUCCA VALLEY, THE CITIES OF ADELANTO, BARSTOW, CHINO, COLTON, FONTANA, HESPERIA, HIGHLAND, MONTCLAIR, ONTARIO, RANCHO CUCAMONGA, REDLANDS, RIALTO, SAN BERNARDINO, UPLAND, VICTORVILLE, YUCAIPA, AND SAN BERNARDINO COUNTY, CA

CONCERNING DISTRIBUTION OF THE
2022 JUSTICE ASSISTANCE GRANT AWARD

This Agreement is made and entered into this 15th day of November, 2022, by and between SAN BERNARDINO COUNTY, acting by and through its governing body, the Board of Supervisors (hereinafter referred to as "COUNTY"), and the aforementioned TOWNS (hereinafter referred to as "TOWNS") and named CITIES (hereinafter referred to as "CITIES"), acting by and through their respective governing bodies, the Town Councils and City Councils, all of whom are situated within San Bernardino County, State of California, as follows:

**WHEREAS**, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

**WHEREAS**, each governing body finds that the performance of this Agreement is in the best interests of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this Agreement; and

**WHEREAS**, the COUNTY agrees to release to TOWNS and CITIES their respective grant allocation from the JAG Award within sixty (60) days upon receipt of funds, less five percent (5%) for administrative fees, as reflected on Appendix 1 here attached and hereby incorporated by reference as part of this agreement; and COUNTY agrees to use the five percent (5%) of JAG award funds received from TOWNS and CITIES under this agreement for administrative fees toward the administration of TOWNS' and CITIES' programs during the entire permissible duration of said programs; and TOWNS and CITIES agree to deposit their JAG award funds into a separate trust account in accordance with JAG guidelines; and TOWNS and CITIES each agree to the five percent (5%) reduction of their respective grant allocation from the JAG award, as reflected on Appendix 1 for administrative fees toward the administration of this program; and additionally the TOWNS and CITIES each agree that it is their responsibility to ensure these funds are expended in accordance with JAG guidelines, and that the interest generated from such funds shall be solely applied and expended in accordance with these same JAG guidelines; and

**WHEREAS**, the TOWNS, CITIES and COUNTY believe it to be in their best interests to reallocate the JAG funds,

**NOW THEREFORE, the COUNTY and TOWNS and CITIES agree as follows:**

**Section 1.**

COUNTY agrees to release to TOWNS and CITIES their respective grant allocation from the JAG Award within sixty (60) days upon receipt of funds, less five percent (5%) for administrative fees, as reflected in Appendix 1 here attached and hereby incorporated by reference as part of this Agreement, and; COUNTY agrees to use the five percent (5%) of JAG award funds received from

TOWNS and CITIES under this agreement for administrative fees toward the administration of the TOWNS' and CITIES' programs during the entire permissible duration of said programs.

**Section 2.**

TOWNS and CITIES agree to deposit their JAG award funds into a separate trust account in accordance with the JAG guidelines; and TOWNS and CITIES agree to the five percent (5%) reduction of their respective grant allocation from the JAG award, as reflected in Appendix 1, for administrative fees toward the administration of this program, and; TOWNS and CITIES each agree that it is their responsibility to ensure these funds are expended in accordance with JAG guidelines and that all interest generated from such funds shall be solely applied and expended in accordance with these same JAG guidelines.

**Section 3.**

TOWNS and CITIES agree to enter into a sub-award grant agreement with the COUNTY in order to acknowledge receipt of the federal award information and applicable compliance requirements, including special conditions for each sub-award, before receiving grant funds.

**Section 4.**

TOWNS and CITIES agree to provide COUNTY with sufficient timely information as necessary within five business days after receiving written request from COUNTY to meet JAG requirements for quarterly and annual financial and performance reports.

**Section 5.**

Nothing arising from this Agreement shall impose any liability for claims or actions against COUNTY other than what is authorized by law.

**Section 6.**

Nothing arising from this Agreement shall impose any liability for claims or actions against TOWNS and/or CITIES other than what is authorized by law.

**Section 7.**

Each party to this Agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable to any other party to this Agreement for any claim or action arising from the services provided under this Agreement.

**Section 8.**

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

**Section 9.**

By entering into this Agreement, the parties do not intend to create any obligations, either express or implied, other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

**WHEREFORE**, all parties freely and voluntarily agree to all of the above terms.

TOWN OF APPLE VALLEY, CA

_____
Town Manager

ATTEST:

_____
Town Clerk

APPROVED AS TO FORM:

_____
Town Attorney

SAN BERNARDINO COUNTY, CA

_____
Curt Hagman
Chair, County Board of Supervisors

SIGNED AND CERTIFIED THAT A COPY OF THIS HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD.

_____
Lynna Monell, Deputy
Clerk of the Board of Supervisors
of San Bernardino County

APPROVED AS TO FORM:

_____
*Tom Bunton
County Counsel

_____
by: Katherine Hardy, Deputy

*By law, the County Counsel's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our view of this document was conducted solely from the legal perspective of our clients. Our approval of this document was offered solely for the benefit of our clients. Other parties should not rely on this approval and should seek review and approval by their own respective attorneys.

**WHEREFORE,** all parties freely and voluntarily agree to all of the above terms.

TOWN OF YUCCA VALLEY, CA

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Town Manager

ATTEST:

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Town Clerk

APPROVED AS TO FORM:

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Town Attorney
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**WHEREFORE,** all parties freely and voluntarily agree to all of the above terms.

CITY OF ADELANTO, CA

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City Manager

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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City Attorney

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**WHEREFORE,** all parties freely and voluntarily agree to all of the above terms.

CITY OF BARSTOW, CA

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City Manager

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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City Attorney

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**WHEREFORE,** all parties freely and voluntarily agree to all of the above terms.

CITY OF CHINO, CA

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City Manager

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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City Attorney

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**WHEREFORE,** all parties freely and voluntarily agree to all of the above terms.

CITY OF COLTON, CA

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City Manager

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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City Attorney

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**WHEREFORE,** all parties freely and voluntarily agree to all of the above terms.

CITY OF FONTANA, CA

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City Manager

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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City Attorney

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**WHEREFORE,** all parties freely and voluntarily agree to all of the above terms.

CITY OF HESPERIA, CA

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City Manager

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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City Attorney
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**WHEREFORE,** all parties freely and voluntarily agree to all of the above terms.

CITY OF HIGHLAND, CA

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City Manager

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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City Attorney

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**WHEREFORE,** all parties freely and voluntarily agree to all of the above terms.

CITY OF MONTCLAIR, CA

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City Manager

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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City Attorney

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**WHEREFORE,** all parties freely and voluntarily agree to all of the above terms.

CITY OF ONTARIO, CA

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City Manager

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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City Attorney

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**WHEREFORE,** all parties freely and voluntarily agree to all of the above terms.

CITY OF RANCHO CUCAMONGA, CA

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City Manager

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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City Attorney

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**WHEREFORE,** all parties freely and voluntarily agree to all of the above terms.

CITY OF REDLANDS, CA

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Mayor

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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City Attorney

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**WHEREFORE,** all parties freely and voluntarily agree to all of the above terms.

CITY OF RIALTO, CA

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City Administrator

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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City Attorney

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**WHEREFORE,** all parties freely and voluntarily agree to all of the above terms.

CITY OF SAN BERNARDINO, CA

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Mayor

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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City Attorney
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**WHEREFORE,** all parties freely and voluntarily agree to all of the above terms.

CITY OF UPLAND, CA

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City Manager

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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City Attorney

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**WHEREFORE,** all parties freely and voluntarily agree to all of the above terms.

CITY OF VICTORVILLE, CA

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City Manager

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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City Attorney
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**WHEREFORE,** all parties freely and voluntarily agree to all of the above terms.

CITY OF YUCAIPA, CA

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City Manager

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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City Attorney

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## 2022 Justice Assistance Grant
## Appendix 1

| Jurisdiction | Allocation | 5% Administrative Fee | Award |
|---|---|---|---|
| San Bernardino County | $112,877 | ($5,644) | $107,233 |
| Adelanto | $20,168 | ($1,008) | $19,160 |
| Apple Valley | $25,382 | ($1,269) | $24,113 |
| Barstow | $21,318 | ($1,066) | $20,252 |
| Chino | $23,593 | ($1,180) | $22,413 |
| Colton | $15,081 | ($754) | $14,327 |
| Fontana | $54,036 | ($2,702) | $51,334 |
| Hesperia | $36,220 | ($1,811) | $34,409 |
| Highland | $24,257 | ($1,213) | $23,044 |
| Montclair | $18,532 | ($927) | $17,605 |
| Ontario | $51,505 | ($2,575) | $48,930 |
| Rancho Cucamonga | $34,277 | ($1,714) | $32,563 |
| Redlands | $19,401 | ($970) | $18,431 |
| Rialto | $41,869 | ($2,093) | $39,776 |
| San Bernardino | $224,860 | ($11,243) | $213,617 |
| Upland | $24,309 | ($1,215) | $23,094 |
| Victorville | $73,641 | ($3,682) | $69,959 |
| Yucaipa | $11,605 | ($580) | $11,025 |
| Yucca Valley | $10,378 | ($519) | $9,859 |
| Total | $843,309 | ($42,165) | $801,144 |

# CITY OF REDLANDS
# REQUEST FOR ADDITIONAL APPROPRIATION

DATE OF REQUEST: 01/03/2023

| FINANCE USE ONLY |
|---|
| TRANSACTION NO: |
| ACCOUNTING PERIOD: |

An additional appropriation is hereby requested as follows:

Department: Police

| EXPENDITURE APPROPRIATION INCREASE (if applicable) | | | | |
|---|---|---|---|---|
| **Account Description** | **Orgkey** | **Object Code** | **Job Ledger (If applicable)** | **Amount** |
| All Other Equipment | 200202 | 8706 | F202031 | 18,431.00 |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | $ 18,431.00 - |

| REVENUE APPROPRIATION INCREASE (if applicable) | | | | |
|---|---|---|---|---|
| **Account Description** | **Orgkey** | **Object Code** | **Job Ledger (If applicable)** | **Amount** |
| Federal Grants | 200202 | 4407 | F202031 | 18,431.00 |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | $ 18,431.00 - |

JUSTIFICATION: JAG 2022 Grant Award

Requested By: _____
Department Head

Recommended By Finance Director:

Yes _____ No _____ Signed _____

Recommended: _____
City Manager

Comments: _____

Approved by City Council:

Date: _____

Signed: _____
City Clerk

**City Council/Successor Agency Meeting** **G. 10.**

**DATE:** 02/07/2023

**TO:** Honorable Mayor and City Council Members

**SUBJECT:** Approve the purchase of a 2022 Vermeer Stump Grinder for the amount of $106,675.89 (Assistant City Manager Boatman)

---

**MOTION(S):**

If the City Council determines that the staff's recommendation is appropriate, the following motion is provided:

I move to approve the purchase of a 2022 Vermeer SC852 Stump Grinder for the amount of $106,675.89.

**RECOMMENDATION:**

Staff recommends that City Council approve the purchase of a 2022 Vermeer SC852 Stump Grinder for the amount of $106,675.89.

**DISCUSSION:**

The City's Facilities and Community Services Department is recommending the purchase of a new 2022 Vermeer SC852 Stump Grinder for the Street Trees Division for the amount of $106,675.89. The existing stump grinder (see attached Vehicle Disposition Point Chart) is 44 years old with over 2600 hours of use and is no longer able to withstand the demands of the Street Tree Division. On average, the Division is required to grind approximately 7 to 10 tree stumps per month.

In accordance with the City's procurement guidelines, staff obtained a cooperative contract price for the 2022 Vermeer SC852 Stump Grinder through Sourcewell (formerly NJPA). By utilizing the Sourcewell cooperative purchasing, the City can benefit from the combined purchasing power of more than 50,000 government, educational, and nonprofit organizations. Staff is recommending the City Council approve the purchase of the 2022 Vermeer SC852 Stump

Grinder through Sourcewell Contract Number 031721. This contract has been solicited and awarded and conforms to the City's procurement policies.

**ALTERNATIVES:**

City Council may choose to reject the proposed purchase.

**STRATEGIC PLAN:**

Supports Priority D - Sustainability; Strategic Objective 3 - Infrastructure

**SUBMITTED BY:**
Chris Boatman, Assistant City Manager

**RECOMMENDED BY:**
Charles M. Duggan Jr., City Manager

**REVIEWED BY:**
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director
Dana Abramovitz-Daniel, Procurement Manager

**PREPARED BY:**
Kathleen Giorgianni, Senior Administrative Assistant

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**Fiscal Impact**

| | |
|---|---|
| **Fiscal Year:** | FY 2022-24 |
| **Revenue Generating:** | No |
| **Appropriation Required Y/N:** | No |
| **Amount:** | 106675.89 |
| **Budgeted Y/N:** | Yes |
| **Account No.:** | 101305 |

**Discussion:**

There are sufficient funds within the Street Tree Division budget for Fiscal Year 22/24 to purchase the stump grinder.

## Attachments

Sourcewell Contract
Unit 370 Disposition Sheet
RDO Equipment Quote

DocuSign Envelope ID: D562F230-A916-4F29-89D0-7A917E595372



**Solicitation Number: RFP #031721**

# CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Vermeer Manufacturing Company dba Vermeer Corporation, 1210 Vermeer Road East, Pella, IA 50219 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Tree Maintenance Equipment, Attachments, and Accessories from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

## 1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires May 7, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

C. SURVIVAL OF TERMS. Articles 11 through 14 survive the expiration or cancellation of this Contract.

## 2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

DocuSign Envelope ID: D562F230-A916-4F29-89D0-7A917E595372



All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

## 3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

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time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

## 4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

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restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

## 5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

## 6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

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Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entitles may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

## 7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

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B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

## 8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcewell for 0.75% multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

## 9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

## 10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their

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respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

## 11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

## 12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

## 13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
    a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use theTrademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
    b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*

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a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.

b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.

c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

*5. Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

## 14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

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## 15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

## 16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

## 17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

**18. INSURANCE**

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.
Minimum Limits:
$1,000,000 each accident, combined single limit

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4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other

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insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## 19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

## 20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

## 21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all

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references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of

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not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any

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person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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## 22. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...

By: _____
Jeremy Schwartz
Title: Chief Procurement Officer

5/10/2021 | 7:52 PM CDT
Date: _____

Vermeer Manufacturing Company dba Vermeer Corporation

DocuSigned by:
Chad Tousey
04052E97E152483...

By: _____
Chad Tousey
Title: Corporate Accounts Manager

5/11/2021 | 6:31 AM PDT
Date: _____

Approved:

DocuSigned by:
Chad Coauette
7E42B8F817A64CC...

By: _____
Chad Coauette
Title: Executive Director/CEO

5/11/2021 | 8:36 AM CDT
Date: _____

# RFP 031721 - Tree Maintenance Equipment, Attachments, and Accessories

## Vendor Details

| | |
|---|---|
| Company Name: | Vermeer Corporation |
| Does your company conduct business under any other name? If yes, please state: | ? |
| Address: | 1210 E Vermeer Road<br>Pella, Iowa 50219 |
| Contact: | Chad Tousey |
| Email: | ctousey@vermeer.com |
| Phone: | 641-629-6903 |
| Fax: | 641-629-6903 |
| HST#: | 42-0663191 |

## Submission Details

| | |
|---|---|
| Created On: | Friday February 19, 2021 13:29:53 |
| Submitted On: | Wednesday March 17, 2021 13:29:36 |
| Submitted By: | Chad Tousey |
| Email: | ctousey@vermeer.com |
| Transaction #: | 6d5985b8-3f2c-4e6b-a826-6870a780d097 |
| Submitter's IP Address: | 75.162.12.76 |

## Specifications

### Table 1: Proposer Identity & Authorized Representatives

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

| Line Item | Question | Response * | |
|---|---|---|---|
| 1 | Proposer Legal Name (and applicable d/b/a, if any): | Vermeer Manufacturing Company (dba Vermeer Corporation)<br>Tax ID: 42-0663191<br>Phone: (641) 628-3141<br>Email: salesinfo@vermeer.com | * |
| 2 | Proposer Address: | 1210 Vermeer Road East, Pella, IA 50219 U.S.A. | * |
| 3 | Proposer website address: | www.vermeer.com | * |
| 4 | Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract): | Chad Tousey<br>Corporate Accounts Manager<br>ctousey@vermeer.com<br>641-629-6903 | * |
| 5 | Proposer's primary contact for this proposal (name, title, address, email address & phone): | Chad Tousey<br>Corporate Accounts Manager<br>ctousey@vermeer.com<br>641-629-6903 | * |
| 6 | Proposer's other contacts for this proposal, if any (name, title, address, email address & phone): | Samantha Van Wyk<br>Corporate Accounts Specialist<br>samanthavanwyk@vermeer.com<br>641-621-7548 | |

### Table 2: Company Information and Financial Strength

| Line Item | Question | Response * | |
|---|---|---|---|

| | | | |
|---|---|---|---|
| 7 | Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services. | Since its inception in 1948, Vermeer Corporation has grown from a one-person Iowa operation, to an international organization that manufactures agricultural, construction, environmental, and industrial equipment. Vermeer Corporation has been in the industry since it was founded in Pella, Iowa, in 1948. Gary Vermeer once said, "Find a need. Fill that need with a product built to last. And simply build the best!" This is a guiding principle for Vermeer. Stemming from this philosophy, Vermeer provides its customers with equipment through a dedicated independent, authorized dealer network offering sales, support, service, and parts. Vermeer is committed to its vision of "Equipped To Do More"<br><br>In the early years and shortly thereafter, Vermeer developed many "firsts" including the world's first large round hay baler, tree spade, and stump cutter. Now more than 6 decades later, Vermeer Corporation is still developing new products and is an industry market leader in brush chippers, tub and horizontal grinding equipment, composting equipment, trommel screens, trenchers, directional drills and mini skid steers. As a leading trencher equipment manufacturer, Vermeer trenching equipment has been utilized on road construction and mining projects, within the equipment rental industry, and various other job applications.<br><br>Vermeer corporate offices and manufacturing facilities are in Pella, Iowa, U.S.A., and have 194 dealerships located worldwide. This includes 127 dealerships covering all the United States and 16 dealerships that cover all of Canada. The Vermeer philosophy strongly reflects the Company's character, which encompasses the solid foundation built from decisions made in the past and planning for the organization's present and future. Vermeer's 4P philosophy, Principles, People, Products and Profit, is at the forefront of Vermeer. These principles steer the hub for Vermeer. Now, Vermeer is recognized within our industry as the company that "sets" the standards for quality and customer support. | * |
| 8 | What are your company's expectations in the event of an award? | In the event the Sourcewell evaluation team determines that Vermeer is a company that can provide great value to its members and because we believe Sourcewell has its own unique attributes, we would like to continue our efforts in promoting the overall program. This would include continuing our efforts to design, enhance and build quality products that offers the most value over the life cycle of any given product. We plan to enhance our efforts to promote the Sourcewell program, which we feel also provides great value to any existing or potential member. Vermeer would put a strong focus on training; utilizing Sourcewell's assets (web training, promotional literature, and contract administrators) and our assets (internal training links, education of sales representatives on the street, and attending trade shows promoting the Sourcewell Contract). The use of periodicals, mass mailings, newsletters and web presence will also be utilized. | * |
| 9 | Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. | See document: Company Information and Financial Strength | * |
| 10 | What is your US market share for the solutions that you are proposing? | Brush Chippers - Greater Than 50%<br>Stump Cutters - Greater Than 50%<br>Compact Utility Loaders- Greater than 15%<br>Trenchers - Greater than 10% | * |
| 11 | What is your Canadian market share for the solutions that you are proposing? | Brush Chippers - Greater Than 50%<br>Stump Cutters - Greater Than 50%<br>Compact Utility Loaders- Greater than 15%<br>Trenchers - Greater than 10% | * |
| 12 | Has your business ever petitioned for bankruptcy protection? If so, explain in detail. | No | * |

| | | | |
|---|---|---|---|
| 13 | How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.<br>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?<br>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party? | Vermeer Corporation is a manufacturer with production facilities in Pella, Iowa, and wholly owned manufacturing subsidaries in Freeman, SD, Greenville, SC and Okahumpka, FL. Vermeer products are sold, distributed, and supported by an independent, dedicated and authorized dealer network, a true extension of Vermeer's ideals and sales efforts.<br><br>Vermeer's dealers are dedicated to Vermeer and Vermeer's full Product Line. This contrasts with most dealerships in our industry which represent multiple products from multiple manufacturers. Having "dedicated" dealerships provides greater benefits to the end users and to the members of Sourcewell. Each Dealer has multiple field sales personnel and technicians that specialize in this complicated machinery industry. Each dealer provides complete parts and service capabilities for all Vermeer equipment they sell. Each Dealership maintains an inventory of various units that are ready for delivery allowing for shorter delivery times. This is extremely beneficial when immediate needs arise, such as storm cleanup.<br><br>The sales and service specialists are trained by Vermeer annually and network with each other, so all operate as one group, providing consistent value to our customers and Sourcewell members.<br><br>The entire Vermeer dealership network has a limited number of independent principle owners and works directly with Vermeer Corporation. Vermeer Corporation and Vermeer dealers work together with professionalism and shared values. | * |
| 14 | If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP. | Vermeer holds a certificate of existence to do business in the state of Iowa, along with a certificate of insurance. See the following document:<br><br>Company Information and Financial Strength | * |
| 15 | Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years. | None | * |

## Table 3: Industry Recognition & Marketplace Success

| Line Item | Question | Response * | |
|---|---|---|---|
| 16 | Describe any relevant industry awards or recognition that your company has received in the past five years | January 1, 2014 – present (March 2021)<br><br>Best Place to Work in Marion County (2014, 2015, 2016, 2017)<br>Named Best Place to Work (250+ employees) and Best Supporter of Community Projects (250+ employees) in the Best of Red Rock Awards (2018, 2019, 2020)<br>401(k) Plansponsor of the Year Finalist by Plansponsor Magazine (2017)<br>Plansponsor Magazine's Best in Class 401(k) plans<br>Plansponsor of the Year Award from ABG (2019)<br>2nd place in the Special Projects Category of Pension and Investments Eddy Awards (2021)<br>North American Equipment Dealer Association's Dealer Choice Award (2013, 2014, 2015, 2016)<br>Equipment Dealer's Association Dealer Choice Award (2019, 2020)<br>Des Moines Register's Top 100 Workplaces in Iowa (2014, 2015)<br>Business of the Year Award by Habitat for Humanity<br>Private Board of the Year Award for serving the business, team members and community with best practices in structure and performance (2019)<br>Chair Emeritus Bob Vermeer inducted into the Association of Equipment Manufacturers Hall of Fame (2016)<br>Founder Gary Vermeer inducted into the Association of Equipment Manufacturers Hall of Fame (1996)<br>Founder Gary Vermeer induction into Power and Communication Contractors Association (PCCA) Hall of Fame (2015)<br>Chair Emeritus Mary Andringa inducted into the Association of Equipment Manufacturers Hall of Fame (2019)<br>Chair Emeritus Mary Andringa was inducted into the Power and Communication Contractors Association (PCCA) Hall of Fame (2019)<br>Chair Emeritus Mary Andringa was Iowa Business Record's Women of Influence honoree (2020)<br>Chair Emeritus Mary Andringa receives the National Association of Women Business Owners Iowa Legacy Award and inducted into NAWBO Hall of Fame<br>Chair Emeritus Mary Andringa commissioned as Honorary Iowa Colonel of the Militia for contribution to community service<br>Third-Generation Shareholder Mindi Vanden Bosch receives the Red Rock Area Top | |

| | | | |
|---|---|---|---|
| | | 10 Young Professionals Award<br>Vermeer Corporation awarded 2021 Trade & Industry Magazine's CiCi (Corporate Investment/Corporate Impact) Award in the Community Impact category for work following 2018 tornado<br>Habitat for Humanity Service Above Self Award to Kevin Glesener<br>2017 Trenchless Technology Person of the Year to Jim Rankin<br>STEP Awards to Mary Andringa, Wanti Muchtar, Alicia Kuhlman and Eileen Eick<br>Red Rock Area Top 10 Under 40 Awards to Liz Sporrer (2018), Dan Huitink (2019) and Seth Williams (2020)<br>National Certified Welding Inspector (CWI) of the Year Award received by Jeff Redding at FABTECH Metal Manufacturing Conference (2019)<br>Vermeer security team members along with local first responders were honored with the American Heart Association's HeartSaver Hero Award for saving the life of Product Specialist II Kyle Newendorp (2020)<br>Todd Atchison and Seth Howard awarded Patriot Award by the Iowa Employer Support of the Guard and Reserve (ESGR)<br>Two Bronze Telly Awards in the Branded Content: Promotional category and one Silver Telly Award in the Non-Broadcast: Corporate Image category (2019)<br>Public Relations Society of America (PRSA) Award of Excellence in Crisis Communications category (2019)<br>Ames Economic Impact Award by Ames Economic Development Commission<br>Vermeer invited to National Governors' Association Showcase<br>Association of Equipment Manufacturers Pillar of Industry Award (2015, 2016)<br>Vermeer FT100 receives 2015 Contractors' Top 50 New Products from Equipment Today<br>STEM Culture of Excellence Award<br>Vermeer inducted into International Mining Technology Hall of Fame<br>Vermeer MC Series Mower Conditioner receives 2015 FinOvation Award from Farm Industry News<br>Vermeer Freeman receives the Meritorious Achievement Award for better-than-industry-average incident rates<br>Vermeer MV Solutions – South Carolina received Workplace Safety Award from McGriff Insurance Services for excellent 2019 safety performance<br>BC1000XL receives top new products in 2014 by Arbor Age<br>Legends of Manufacturing Award from the Iowa Association of Business and Industry<br>Association of Equipment Manufacturers Pillar of Industry Award<br>Association of Equipment Manufacturers I Make America Legacy Award<br>Vermeer ZR5 self-propelled round baler on the top 10 stories list for Agriculture.com<br>Named Manufacturing Technology Company of the Year at the Technology Association of Iowa (TAI) Awards (2019)<br>Manufacturing Leadership Award winner in Operational Excellence Leadership for our work with digital instructions (DI) and the role it played in quickly recovering after the tornado (2019)<br>Awarded the Pella Area Community & Economic Alliance (PACE) Impact award (2019) | * |
| 17 | What percentage of your sales are to the governmental sector in the past three years | 2018: 4.1% of total sales are to the government sector<br><br>2019: 4.4% of total sales are to the government sector<br><br>2020: 4.3% of total sales are to the government sector | * |
| 18 | What percentage of your sales are to the education sector in the past three years | 2018: 0.09% of total sales are to education sector<br><br>2019: 0.08% of total sales are to education sector<br><br>2020: 0.09% of total sales are to education sector | * |
| 19 | List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years? | Vermeer Corporation holds contract STS515 with the State of Ohio that includes a select group of equipment.<br><br>2018: $918,473<br>2019: $983,552<br>2020: $720,263<br><br>Vermeer holds contract GSS13673-GRND_MAINT with the State of Delaware. The State of Delaware adopted Vermeer Corporation's Sourcewell contract #062117-VRM<br><br>2018: $121,124<br>2019: $0<br>2020: $0 | * |

| | | | |
|---|---|---|---|
| 20 | List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years? | None | * |

### Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

| Entity Name * | Contact Name * | Phone Number * | |
|---|---|---|---|
| Columbia County | Glenn O'Steen | 706-868-3305 | * |
| City of Chesapeake | William "Bud" Cartwright | 757- 382-6923 | * |
| City of Ventura | Frank Palmer | 805-652-4573 | * |

### Table 5: Top Five Government or Education Customers

**Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.**

| Entity Name | Entity Type * | State / Province * | Scope of Work * | Size of Transactions * | Dollar Volume Past Three Years * | |
|---|---|---|---|---|---|---|
| City | Government | California - CA | Brush Chippers Trommel Screens, Vacuums and Stump Cutters | $118,000 | $1,885,000 | * |
| City | Government | Georgia - GA | Brush Chippers | $180,000 | $600,000 | * |
| City | Government | Iowa - IA | Brush Chippers, Vacuums and Horizontal Grinder | $246,000 | $1,229,000 | * |
| City | Government | South Dakota - SD | Horizontal Grinder and Transport | $453,000 | $905,000 | * |
| Sanitation | Government | California - CA | Horizontal Grinders | $673,000 | $1,344,000 | * |

### Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

| Line Item | Question | Response * | |
|---|---|---|---|
| 23 | Sales force. | Factory product specialists and our dealership network consists over 500 sales reps. Vermeer and its dealers can sell and support our products across the globe. This entire group focuses on Vermeer products such as those included in this RFP and overall customer support. | * |
| 24 | Dealer network or other distribution methods. | Vermeer has 127 dealership locations in the United States and 16 dealership locations in Canada, each with numerous sales people. With this dealership group, we can sell and support Vermeer's entire product line and our customers throughout all North America and Hawaii. Vermeer has an additional 74 offices and dealerships outside of North America that enables us to sell and support our products throughout the rest of the world. The entire group in North America focuses their efforts on Vermeer products such as those included in this RFP and overall customer support. Between Vermeer Corporation and the Vermeer dealership network we have a sales force of over 450 individuals in the United States.<br><br>See Document: Ability to Sell and Deliver Service | * |

| | | | |
|---|---|---|---|
| 25 | Service force. | Vermeer Corporation has approximately 75 service technicians and product specialists that work directly with customers and with our dealership network. Between this group of individuals and our dealership network of 566 in the United States, and just under 50 in Canada, we can service and support our products across the globe. This entire group focuses their efforts on Vermeer products and related services such as those included in this RFP. Additionally, each of these dealerships has multiple equipped service trucks that allow us to provide support and service for our products and customers in the field or at the customer's facilities. | * |
| 26 | Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises. | All Vermeer personnel are trained, in their respective roles, so they can offer the best services and ultimately, the most value to our customers. Customers often tell us our exceptional service and on-going support is one thing that differentiates us in the industries we serve. Vermeer construction equipment parts have stood the test of time on work sites throughout the world. Serious contractors choose Vermeer tooling and accessories for good reason: Using quality Vermeer tooling helps increase production, job completion and efficiencies. From compact utility loader and brush chipper parts to construction equipment parts, Vermeer parts are backed by a proven distribution and service network. Vermeer is committed to building reliable equipment and backing it with an exclusive, worldwide network of knowledgeable service personnel. Vermeer dealer service technicians can participate in Vermeer University training programs — an industry leading, field-proven educational training program<br>• Any Sourcewell member or customer can contact any Vermeer dealership for warranty, service or support.<br>• Typically, a service representative is available at the point of contact to discuss a service concern or issue.<br>• Response times to begin service work can vary depending on seasons and daily work load, but often service work itself can be done within hours or shortly thereafter.<br>• Vermeer equipment parts are readily available to meet your service needs. To benefit our customers, each of our dealerships has a wide array of parts in stock around North America and the world.<br>• Vermeer equipment parts and accessories are precision engineered and manufactured to exacting tolerances to provide rugged, longer-lasting service in the field.<br>• Since 1948, our product support service teams have provided a level of experience and expertise that goes far beyond product knowledge, sales training and financing programs.<br>• Vermeer is the only tree-equipment manufacturer that backs its products with an exclusive worldwide dealer organization.<br>• Vermeer service technicians are a group of dedicated experts who believe in lasting relationships and take the time to understand your working conditions and stand ready to provide service, parts or equipment maintenance on your job site, your facilities or at our dealerships.<br>• Vermeer is recognized as having one of the industry's best response time and overall product support. | * |
| 27 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States. | Vermeer is honored to be a currently-awarded Sourcewell vendor. In the event of an award through this RFP, Vermeer will continue to eagerly place priority on serving, and selling our quality tree maintenance products to, the Sourcewell membership. | * |
| 28 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada. | Vermeer has a very robust dealer presence throughout Canada. Through our dealers, Vermeer is capable and willing to provide products to all Sourcewell participating entities in Canada. | * |
| 29 | Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract. | Vermeer is capable of serving all geographic areas of the United States and Canada. | * |
| 30 | Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract? | With 127 store locations owned by 18 independent dealers throughout the United States, Vermeer Manufacturing Company's Industrial Distribution Network is well equipped to support all Sourcewell needs. Each store location includes either immediate parts inventory accessibility or the ability to order parts on short lead-times. In addition, the service technicians located at each location can access Vermeer's vast service library to help ensure equipment issues are addressed in an efficient manner. | * |
| 31 | Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories. | With store locations in both Anchorage, Alaska and Waipahu, Hawaii (just outside Honolulu), Vermeer Manufacturing Company is ready to serve the needs of customers working in these locations. Additionally, a store is in San Juan, Puerto Rico and the remainder of the Caribbean US Territories are easily supported via our Vermeer Industrial Dealer in Boynton Beach, Florida. The island of Guam is served via our Industrial Dealer that headquarters in Singapore but regularly does business on the island. | * |

**Table 7: Marketing Plan**

| Line Item | Question | Response * | |
|---|---|---|---|
| 32 | Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response. | Vermeer's priority for marketing this contract will be to enable and empower our dealer sales force, our "feet on the street", through education and awareness. Our dealers will be the primary source to build customers' awareness of this Sourcewell contract and procurement method. We have very intentional training and support efforts in place to continually improve our dealers' understanding, embracement, and success of our Sourcewell contracts.<br><br>Digital marketing is also a priority for Vermeer. Since 2016, Vermeer has proudly included a section within our website dedicated to describing the benefits of (NJPA) Sourcewell, cooperative purchasing and promoting Vermeer's inclusion in the Sourcewell family of awarded vendors. We reference resources directly from Sourcewell to support this content, including the "The Sourcewell Advantage" video to quickly describe the benefits and to build awareness and comfort for the viewers.<br><br>In developing the page content for Vermeer.com, we utilized strategic keywords based on common terminology around the cooperative buying process. By including this in our page copy, it will help to capture the audience searching for cooperative buying solutions on equipment buying and drive that search traffic to this page.<br><br>https://www.vermeer.com/NA/en/N/support/cooperative_buying<br><br>In addition to the dedicated page currently on Vermeer.com for Sourcewell information, Vermeer will be adding information on each specific product page for applicable models to direct customers back to the Sourcewell page on Vermeer.com. This will increase awareness of not only Sourcewell, but let customers know during their research phase that the model can be purchased through a Sourcewell contract. | * |
| 33 | Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness. | As mentioned above, we have a significant Sourcewell presence on Vermeer.com and will continually monitor our effectiveness in driving traffic to our pages through search engine optimization. We are continually increasing our search engine marketing efforts, and will begin adding more Sourcewell and public sector cooperative purchasing terms into our ad sets moving forward to further increase awareness. In addition, we will also use our primary social channels (Vermeer Tree Care Facebook page with over 46,000 followers TreeViews.com blog) to further drive awareness of our Sourcewell contract.<br><br>We will continue to share customer's stories highlighting those customers that have utilized Sourcewell contracts to purchase their Vermeer equipment. We are also actively working on better aligning with our sales team to be alerted of products purchased through the Sourcewell contract so we can look for more opportunities to share more stories throughout the year. Within our blogs, we can tag these customer stories with Sourcewell terminology to make it easier to search for and raise awareness; then link to these stories to our informational page on Vermeer.com enhance credibility.<br><br>As an example, Vermeer featured a customer story on our blog and shared to our Facebook page about the purchase of a horizontal grinder using a formerly NJPA, now Sourcewell contract. This post reached over 12,000 people, received over 130 likes and was shared 17 times. As we continue to hear of customers who take advantage of the Sourcewell opportunity with Vermeer, we will continue to endorse those stories on our social channels and utilize them as testimonials to the value of purchasing Vermeer equipment through Sourcewell. | * |

| | | | |
|---|---|---|---|
| 34 | In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process? | We view Sourcewell as the industry leader within the Cooperative Purchasing industry, which is the role we desire Sourcewell to maintain. We look to Sourcewell to continue to build awareness and acceptance among public procurement professionals, and we appreciate the tradeshow presence that Sourcewell has been committed to providing. We also look to Sourcewell to keep the vendor community informed on pending legislation, as well as any legal challenges relating to cooperative purchasing across US and Canada.<br><br>The information provided on sourcewell-mn.gov is a helpful resource for both members and vendors, and to promote our contract and display current information on a Vermeer landing page.<br><br>The contract administrator and contract administration specialist roles at Sourcewell are invaluable to the vendor from the Contract Launch and VBM to the report requests and weekly membership updates. We look to the contract administrator for assistance when we need government-to-government conversations, additional training whether it be a GTKU event or a vendor training event, in additional to all the support provided through trade shows and overall passion for Sourcewell. Vermeer will do its part through utilizing these great people resources and building upon existing relationships. We will promote the services that they provide to our dealership network. We will utilize the Sourcewell marketing materials at applicable trade shows.<br><br>At Vermeer, our Sourcewell contracts are placed as our main go-to-market strategy in the public sector. We have integrated Sourcewell into our company culture, and continue to invest in training and support resources available to and for our dealers. Along with a dedicated internal governmental department, Vermeer recently added GST - Government Solutions Team, LLC to our support resources. GST specializes in providing factory sponsored, focused efforts to increase dealers' confidence and competency related to Sourcewell, and travels out in territories to encourage and mentor sales people and governmental fleet customers about Sourcewell. GST helps our dealers overcome customers' objections to using Sourcewell as a buying method. Our investment in GST is another example of Vermeer's commitment to doing all we can to make our Sourcewell contracts successful. | * |
| 35 | Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it. | Vermeer is currently considering the feasibility of implementing an E-procurement and E-marketplace system. | * |

## Table 8: Value-Added Attributes

| Line Item | Question | Response * | |
|---|---|---|---|
| 36 | Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply. | Vermeer provides product training for operation and maintenance on our entire product line. The training is standard and is included with each new product delivered. Local dealers will conduct overview sessions or one-on-one reviews with operators. New product introductions and training programs are performed on a regular basis, for both existing and prospective customers. Offering localized ongoing training and support is another benefit of having long term dedicated dealers and specialists throughout the United States. | * |
| 37 | Describe any technological advances that your proposed products or services offer. | Vermeer is considered to be the innovator within the industry creating newer, more efficient products.<br>We are continuously developing environmental and economic features in our products.<br>Each product has its own features and benefits.<br>Life cycle costs and safety are the key drivers used during the engineering and enhancement of all our products.<br>Vermeer has designed many safety features into our products and makes them standard, not optional, features in all our products.<br>The Vermeer website provides extensive product information and can be cross referenced by equipment type, i.e. construction or environmental and by industry (gas, electric, etc).<br>This provides the members with information that is specific to their application and helps make the purchasing decision more efficient.<br>A local Vermeer dealer can be located using the 'Dealer Locator" feature on the website. | * |
| 38 | Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each. | Vermeer has developed and implemented an Environmental Management System (EMS) that has been recognized by the U.S. EPA, the IDNR, and the Governor's office as an industry model for environmental excellence.<br>Key elements of our Environmental Management System include:<br>• Corporate Vision – Following the "Stewardship Principle" of our "4-P Philosophy" we are committed to being good stewards of our resources by being "Resource Smart." Our desire is more than just being compliant; it's going above and beyond compliance to ensure that our activities and products have a positive impact on the global environment we | |

all share. That's not only in our company efforts but also what our company is developing as a part of our products.

• Energy Reduction – Vermeer has committed to reduce our energy footprint by 25% by 2025 by partnering with the US Department of Energy's Better Plants Program.
o A 870kW solar field was installed and in operation in 2016 which will provide approximately 5% of Vermeer's total electrical usage
o Lighting technology has been upgraded in several locations to energy efficient LEDs as well as motion sensors and variable lighting depending on the time of day and natural light.
o Resource Conservation is achieved in three ways…Reduction…Reuse…and… Recycling. Multiple resource conservation initiatives have been implemented both internally and externally to positively impact each of these conservation mechanisms.
o In 2020, 76% of our waste was recycled.
o About 3000 pounds of organic waste is composted every month.
o Since a 2006 baseline year, Vermeer has reduced water usage by 40 percent.

• Pollution Prevention – Vermeer has implemented multiple layers of pollution prevention mechanisms across our campus to minimize risk of environmental pollution from our operations. Recent additions include:
o Our manufacturing and assembly factories have been upgraded with state-of-the-art steel cutting laser equipment and emission filtration devices which have resulted in a 42 percent decrease in particulate air emissions.
o All shot blasting of parts and machines is done in an enclosed area and controlled with pollution control equipment.

• Vermeer utilizes LEAN manufacturing principles and promotes Kaizen training and events to reduce waste and build efficiencies in the manufacturing process.

• Community Outreach – is the very essence of what environmental stewardship is about. Examples of Vermeer's Community outreach efforts include:
o Annual waste collection days during Earth Day for the local community
o Environmental education grants
o Environmental Educational Tours and Programs (Teachers / Students / Community)
o Support volunteerism for disaster clean-up and recovery efforts
o Environmental Internships
o Partnerships with colleges for technical educational programs that benefit the environment *

• Product Innovation – Vermeer is driven to support our customers, local communities, and global nations, with exciting new products that enable them to be successful in the current and newly emerging recycling and resource conservation markets such as:
o Bio-waste conversion to energy and ethanol
o Geothermal applications
o Wind energy
o Water quality
o Waste processing and composting

• Vermeer products are currently being used to install and maintain emerging alternative energy sources which reduce our reliance on fossil fuel power. The Vermeer line of organic recycling equipment – including brush chippers, whole tree chippers, horizontal and tub grinders, and compost tuners – process organic waste quickly and efficiently, so that it can be turned into useful end product, and our utility installation products help bring energy sources to the grid.
o Brush chippers, whole tree chippers and horizontal and tub grinders are being used to process wood waste into biomass for power generation facilities.
o From soil amendment to erosion control, compost is utilized in a variety of applications and plays an important role in today's world. Vermeer compost turners introduce oxygen into the compost pile, helping speed the decomposition process.
o Horizontal directional drills are being used to help install loops for residential geothermal heat pump systems, while trenchers and directional drills are helping to bring wind energy from the farm to the grid. For the installation of commercial solar fields, Vermeer offers a solution in the PD10 pile driver for fast, easy installation of solar panels.

• Innovations in Vermeer products help reduce environmental impact, with features such as EcoIdleTM engine control system on select brush chippers that monitors engine inactivity to help reduce fuel consumption and noise.

• Vermeer is puts environmental stewardship into the design and manufacturing of its products. Some recycled steel is being used in our products, and we're exploring ways to integrate more recycled plastics and rubber components. We've also made a conscious effort to begin incorporating engine hoods and shields made from recycled ABS plastic into some of our product designs. In addition, our manufacturing and assembly factories have been upgraded with state-of-the-art steel cutting laser equipment and emission filtration devices which have resulted in a 42 percent decrease in particulate air emissions.

• Future Goals – Our continued efforts to minimize waste and conserve natural resources

| | | | |
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| | | will ensure our operations remain environmentally sustainable. The focus will be:<br>o Continue to focus on energy improvements to meet or exceed our 25% goal for reduction in electrical usage<br>o Complete a water usage analysis and set new goals for reductions and reuse<br>o Develop a longer-term sustainability process by reviewing and selecting a sustainability partner or tool to help plan and drive our next steps. | |
| 39 | Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors. | Not Applicable | * |
| 40 | Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response. | Vermeer has a small business partner who is certified HUBZone, certified Service-Disabled Veteran Owned Small Business (SDVOSB). With this program, agencies can purchase equipment for their underground/specialty excavation needs within the small business set-aside parameters. This program will incorporate a third party and any fees associated with that third party.<br><br>Mary Andringa, daughter of Vermeer's founder Gary Vermeer has been involved in the business since 1982. Mary has served in many leadership roles including CEO and currently Chair of the Board. Mary has been a passionate ambassador for manufacturing, continuous improvement and global trade. One of 18 private sector members of President Obama's Export Council, representing manufacturing on important trade matters. Served two-year term as chair of the National Association of Manufacturers (NAM), the nation's largest manufacturing association, leading efforts to promote a stronger manufacturing industry. Past member of the Export-Import Bank Advisory Committee. Inducted into Industry Week's Manufacturing Hall of Fame. | * |

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| 41 | What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities? | Brush Chippers<br><br>Bottom feed stop bar is strategically located to make it possible for the operator's leg to strike the bar and shut off the feed mechanism either intentionally or automatically in an emergency situation.<br><br>SmartFeed feed-sensing control enhances productivity by optimizing efficient hardwood processing<br><br>Ecoldle™ engine control system is adjustable, saves fuel and reduces noise by automatically reducing engine speed after one or five minutes of inactivity.<br><br>Direct electronic pressure regulator that allows for greater control of fuel delivery, fuel economy and optimum combustion.<br><br>Stump Cutters<br><br>Vermeer exclusive AutoSweep® system, tree stumps are simply swept away, one pass after another. The proprietary Vermeer cutter systems are both designed to provide faster, easier serviceability, as well as extended tooth life.<br><br>Control handle for the boom swing and boom raise/lower is equipped with operator presence capacitance-sensing handle. This system is intended to help protect the operator.<br><br>Exclusive SmartSweep™ control system monitors engine load and provides continuous feedback, resulting in a smooth and consistent cutter wheel sweep rate<br><br>Compact Utility Loaders<br><br>Universal mounting plate for quick hookup<br><br>Industry-leading safety features help protect the operator<br><br>Strategic alliances with key attachments manufacturers<br><br>3-year/3000-hour limited warranty on the loader arms.<br><br>Compact Articulated Loaders<br><br>Features a telescopic boom allowing customers great reach on the jobsite.<br><br>Multi-tool attachment plate, the compact articulated loaders are able to complete diverse jobs such as snow removal, tree care work, landscaping projects and other various applications.<br><br>Multifunction joystick utilizes electric-over-hydraulic toggles for ease of access to machine functions like the telescopic boom, auxiliary hydraulic controls and the DBS | * |

## Table 9: Warranty

**Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.**

| Line Item | Question | Response * | |
|---|---|---|---|
| 42 | Do your warranties cover all products, parts, and labor? | All materials and labor are covered as described in manufacturer Warranty Statements.<br><br>See document: Warranty | * |
| 43 | Do your warranties impose usage restrictions or other limitations that adversely affect coverage? | Standard Warranty is subject to one full year or 1,000 hours, whichever comes first as described in Manufacturer Warranty Statements. Extended warranties for parts and/or labor are available for a variety of terms and hours. | * |
| 44 | Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs? | The Standard warranty repair or replacement must be made at the dealer location as described in manufacturer Warranty Statements. Extended warranties and preventative maintenance programs are available that would include some travel time. | * |
| 45 | Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair? | We have the facilities and technicians available to perform warranty throughout the entire United States and Canada. Sourcewell entities will be provided service/warranty repair in our dealer's shops or on the job site when applicable. | * |
| 46 | Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer? | Warranties will be passed on to the original equipment manufacturer. | * |
| 47 | What are your proposed exchange and return programs and policies? | Vermeer routinely accepts trade-ins for new equipment. The value for a specific piece can be discussed with a member and their local Vermeer representative. With the warranty we provide combined with a member's ability to try and/or see a piece of equipment operate in their local area, the need for simply returning or exchanging a product is not generally applicable to the type of equipment we deliver. | * |
| 48 | Describe any service contract options for the items included in your proposal. | Service contracts are available for purchase. It is marketed as Confidence Plus® with standard, base, and premium coverage options.<br><br>See document: Warranty | * |

## Table 10: Payment Terms and Financing Options

| Line Item | Question | Response * | |
|---|---|---|---|
| 49 | What are your payment terms (e.g., net 10, net 30)? | Payment Terms are Net 30. | * |
| 50 | Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions? | A variety of leasing programs are available. This includes standard leases as well as leases with different purchase options at the end of the term. Purchase Options using predetermined or fair market values can be used to tailor monthly payments to a member's budget. Rates and terms can vary and be tailored to the members needs and based on their application. | * |
| 51 | Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders. | Because Vermeer relies on its network of authorized independent dealers to work closely with Sourcewell members to execute the terms of this Agreement, Vermeer wishes to clarify that it may assign to those dealers certain of Vermeer's obligations under this Agreement and/or engage those dealers as subcontractors to fulfill the same.<br><br>Vermeer acknowledges and agrees that it will remain fully responsible for the performance of its authorized dealers with respect to all obligations assigned or subcontracted hereunder."<br><br>Vermeer Corporation will utilize a Business-to-Government order process and funds flow.<br><br>The Process Flow for Sourcewell orders will be structured to minimize the impact for both the sales team and our customers as indicated below:<br><br>Customer contacts the local dealer or factory for Sourcewell for a contract purchase<br><br>Determine if local agency is Sourcewell member<br>If member – proceed<br><br>If not a current member – assist agency with online membership application<br><br>Dealer determines product specifications and supplies quote<br><br>Pricing – percentage discount from catalog pricing<br><br>Develop quote with:<br>Machine pricing<br>Freight – based on zoned freight matrix<br>Quote presented to local agency<br>Accepted – proceed to order process<br>Denied – Dealer does not proceed, seeks possible assistance; Vermeer Corporate & Sourcewell<br>Dealer will use machine from current inventory or places an order and delivers when available | * |
| 52 | Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process? | If the P-card is associated with one of the major charge card issuers, then the P-card can be used for parts and service at multiple dealerships. | * |

## Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as desribed in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

| Line Item | Question | Response * | |
|---|---|---|---|

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|---|---|---|---|
| 53 | Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response. | Vermeer is offering percentage discounts from our stated list prices. For the equipment in the Tree Maintenance Equipment RFP, the discounts are up to 14%. This includes 14% discount on Brush Chippers, Stump Cutters and Mini-Skid Steers. Compact Articulated Loaders have a 2% discount. There is a pricing template for each model that incorporates the appropriate and stated discount for each unit and options for each model. The pricing templates utilize model numbers and sales codes rather than SKU numbers.<br>Each pricing template includes a line item for freight. A Freight Matrix is included with our pricing files. The Freight Matrix is broken out by Zone and Machine for each Vermeer product. The Freight Matrix shows the maximum amount that can be charged to a Sourcewell member. In most cases the location allows the freight to be much lower than is listed on the matrix. In order to determine total price, the Vermeer dealer will utilize the discounted list price on the pricing template and the freight matrix. By supplying both product price and freight as part of the “contract price”, the member will be able to have full assurance of contracted pricing eliminating all the potential “gray area” for the Purchasing Officer<br><br>This is the same system that has been used, and refined, for the past ten years. To date, feedback from our contract administrator, the use of these templates works well for Sourcewell and their members. We will continue to work with Sourcewell to refine this method if needed.<br><br>See document: Pricing and Delivery | * |
| 54 | Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range. | For equipment related to this RFP, discount is up to 14%. It is important to note that Vermeer utilizes one pricing system which is not inflated. Vermeer does not have a separate list price which includes higher prices for government entities or for discounting purposes. We have used the same process for establishing list prices for many decades. | * |
| 55 | Describe any quantity or volume discounts or rebate programs that you offer. | Our dealership network have the authority to consider volume discounts, member loyalty and may offer additional discounts at their discretion. Please contact the appropriate Vermeer Dealer or the Vermeer Corporate Accounts Department to discuss. | * |
| 56 | Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request. | Sourced goods will be provided through the Vermeer dealership with the following pricing maximums:<br>Cost Plus up to 18% trailers<br>Cost Plus up to 35% all other items | * |
| 57 | Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer. | Equipment Parts-Vermeer Corporation at 1210 Vermeer Road East in Pella, Iowa is the sole source manufacturer of Vermeer Genuine Parts. The Vermeer dealership network is the sole source distributor for genuine Vermeer parts that are recommended for use on all equipment. The pricing should not exceed the suggested list price. There are some specific local and state taxes that might be included in the acquisition price from the dealer. A few examples are the following:<br><br>RDO Pacific in Oregon has a state privilege tax of 0.5% on all towable equipment<br><br>RDO Vermeer Pacific in California, which is part of the Vermeer dealership network includes the following additional charges:<br><br>CARB registration fee for any unit with a 50 hp engine and over. CARB is California Air Resources Board. This is government mandated. The dealership begins the registration process as soon as they can because the machine must sit until the registration process is complete or there is risk of being issued a citation.<br><br>Tire tax of $1.75 per tire. This is required for anything with tires.<br><br>Registration fee for units that must be licensed and plated. This is done as a courtesy to the customer. If a customer prefers to take responsibility for this on their own, then the dealer does not charge a registration fee. | * |

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|---|---|---|---|
| 58 | If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program. | We have provided a freight matrix which includes any applicable freight costs. We included a maximum freight rate to provide the Sourcewell member with a check point and a not to exceed amount. The total price for each piece of equipment is determined by using the discounted model price in conjunction with the zone-based freight matrix. Delivery is included in this total price for each unit | * |
| 59 | Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery. | We have Vermeer dealerships covering Alaska, Hawaii, Canada, as well as throughout the globe. The Vermeer dealer works with Vermeer Corporation's logistics team to ship the product from the manufacturing plant to their location. The dealer then preps and delivers the equipment to the customer. | * |
| 60 | Describe any unique distribution and/or delivery methods or options offered in your proposal. | Due to the nature of our product and business model, Vermeer is set up to distribute and deliver through the Vermeer dealership network. The service, longevity, and expertise of this dealership network along with the relationship with Vermeer Corporation is what makes it a unique distribution channel. Having a zoned freight matrix is something Vermeer does specific for Sourcewell. | * |

## Table 12: Pricing Offered

| Line Item | The Pricing Offered in this Proposal is: * | Comments |
|---|---|---|
| 61 | c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments. | |

## Table 13: Audit and Administrative Fee

| Line Item | Question | Response * | |
|---|---|---|---|
| 62 | Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. | Each dealer receives funding from Vermeer Corporation for products sold and delivered to Sourcewell members. To receive this funding the dealer must submit paperwork to the Vermeer Corporate Accounts Department, stating the Sourcewell program was utilized and who the purchasing member is. This paperwork along with submitted equipment registration is used as an accounting tool and in our audit process. Vermeer Corporation supplies marketing materials and schedules training sessions, allowing Vermeer to educate the Vermeer Dealers in the proper use and promotion of the Sourcewell program | * |
| 63 | Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.) | Vermeer Corporation is proposing a 0.75% administrative fee to be paid to Sourcewell when reporting monthly equipment sales. Vermeer Corporation assumes this fee and will not ask dealers or members to pay any additional costs. | * |

## Table 14A: Depth and Breadth of Offered Equipment Products and Services

| Line Item | Question | Response * | |
|---|---|---|---|
| 64 | Provide a detailed description of the equipment, products, and services that you are offering in your proposal. | Brush Chippers<br><br>Built to withstand the daily grind, Vermeer brush chippers are engineered with exclusive features that promote easy operation, high efficiency and operator safety. These brush chippers are for crews looking to capitalize the process of clearing wood debris and logs or limbs with small to medium diameters.<br><br>The SmartFeed feed-sensing control enhances productivity by optimizing efficient hardwood processing. The Ecoldle™ engine control system is adjustable, saves fuel and reduces noise by automatically reducing engine speed after one or five minutes of inactivity.<br><br>Each is engineered with exclusive features that promote easy operation, high efficiency and operator safety. They are also easy to maintain and transport, making them a great value for municipalities, parks, recreation areas and other government | |

entities who need to get rid of slash and other wood waste.

Proposed Brush Chipper Models:

AX19
BC700XL
BC900XL
BC1000XL-49hp
BC1000XL-74hp
BC1000XL-89hp
BC1200XL
BC1500
BC1800XL
BC2100XL

Stump Cutters

Since Vermeer invented the stump grinder in the 1950s, stump removal is no longer the back-breaking, time-consuming chore it used to be. With a combination of power, ranging from 25-74 hp (18.6-55.2 kW), agility and toughness, Vermeer stump cutters are ready to take on almost any tree stump.

With the Vermeer exclusive AutoSweep® system, tree stumps are simply swept away, one pass after another. The proprietary Vermeer cutter systems are both designed to provide faster, easier serviceability, as well as extended tooth life. Plus, specific stump grinder models have tracks and provide low ground bearing pressure, which helps reduce the possibility of turf damage.

Proposed Stump Cutter Models:

SC30tx
SC70tx
SC292
SC362
SC382
SC552
SC802
SC852

Compact Utility Loaders

Vermeer mini skid steers (or compact utility loaders) fit into small spaces and are lightweight. With a wide variety of attachments available – and a universal mounting plate for quick hookup – these mini skid steers are ready to tackle your jobsite tasks.

The Vermeer mini skid steer lineup has an operating capacity range from 500 lb - 1600 lb (226.8 kg - 725.7 kg), and several industry-leading safety features help protect the operator. These highly productive mini skid steers maneuver easily around tough worksites and reduce workloads in the process.

Proposed Compact Utility Loader Models:

CTX50
CTX100
CTX160
S450tx
S925tx
MSSA-Compact Utility Loader Attachments

Compact Articulated Loaders

The Vermeer compact articulated loaders (ATX) are designed to meet the need for a highly maneuverable, versatile machine while having an added benefit of low turf disturbance. These ATX machines also feature a telescopic boom allowing customers great reach on the jobsite. With the multi-tool attachment plate, the compact articulated loaders are able to complete diverse jobs such as snow removal, tree care work, landscaping projects and other various applications.

Proposed Compact Articulated Loader Models:

ATX530
ATX720
ATX850
Compact Articulated Loader Attachments

| | | | |
|---|---|---|---|
| 65 | Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. | There are no subcategories under Brush Chippers, Stump Cutters, Compact Utility Loaders and Compact Articulated Loaders. | * |

### Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

| Line Item | Category or Type | Offered * | Comments | |
|---|---|---|---|---|
| 66 | Purpose-built tree cutting, trimming and removal equipment | (•) Yes ( ) No | Designed with professional landscapers and tree care contractors in mind, Vermeer mini skid steers (or compact utility loaders) fit into small spaces and are lightweight. | * |
| 67 | Stump cutters and grinders | (•) Yes ( ) No | With a combination of power, ranging from 25-74 hp (18.6-55.2 kW), agility and toughness, Vermeer stump cutters are ready to take on almost any tree stump. | * |
| 68 | Purpose-built portable tree and brush incineration equipment | ( ) Yes (•) No | Vermeer does not supply incineration equipment, but brush chippers turn logs and limbs into wood chips | * |
| 69 | Brush and limb chippers | (•) Yes ( ) No | Built to withstand the daily grind, Vermeer brush chippers are engineered with exclusive features that promote easy operation, high efficiency and operator safety. These brush chippers are for arborists, contractors and tree care crews looking to capitalize the process of clearing wood debris and logs or limbs with small to medium diameters. | |
| 70 | Arborist equipment, apparel and supplies | ( ) Yes (•) No | The contract does not include arborist equipment, apparel and supplies, but these can be acquired through our dealership locations | * |
| 71 | Vehicle and equipment attachments designed for tree maintenance | (•) Yes ( ) No | With a wide variety of attachments available – and a universal mounting plate for quick hookup – Vermeer mini skid steers are ready to tackle your jobsite tasks. | |
| 72 | Tree Maintenance Equipment supplies and accessories | (•) Yes ( ) No | A wide variety of mini skid steer attachments are available along with sourced goods that are compatible with these machines | |
| 73 | Tree maintenance equipment related services | ( ) Yes (•) No | Vermeer offers the tree maintenance equipment, but not related services to complete the work. Vermeer does know of contractors that can provide equipment related services when needed. | |

## Table 15: Industry Specific Questions

| Line Item | Question | Response * | |
|---|---|---|---|
| 74 | If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract. | Vermeer has a ten-year history of sales through NJPA and Sourcewell contracts. Each year, we like to see incremental growth with overall sales and sales per dealership location. As we assess the needs and training opportunities with each dealership, we focus our efforts not only on the high-volume locations, but also other dealerships that may have less volume, but opportunity for growth with Sourcewell purchases. We try to share best practices among the dealerships to drive success for all sales reps. | * |
| 75 | Describe the serviceability of the products included in your proposal (parts availability, warranty and technical support, etc.). | All products in our proposal can be maintained/repaired at our local dealership service centers or on the job site when applicable. Our dealership service centers stock a large range of inventory parts along with our factory part center that is able to ship parts overnight when needed. | |
| 76 | Describe advancements reflected in the equipment or products offered in your proposal, such as safety, longevity or life cycle cost measures. | The top three differentiators for Vermeer are Cost of Ownership, Safety &Green Initiatives, and the Dealership Network.<br><br>Cost of Ownership is determined by initial and long term quality and strength of a product, actual cost to operate and maintain a piece of equipment and the related safety built into a piece of equipment. We design our products with Gary Vermeer's original motto which is to "Find a need. Fill that need with a product built to last, and simply build the best!" Building the best includes overall reliability and cost of operation. Building equipment with the lowest life cycle costs is different, and ultimately not as economical, from building the cheapest initially. Our engineers design equipment to be the most reliable, cost efficient and safest equipment a member can own. In the industries we serve, Vermeer is known for providing this strong reliable equipment. We are also known for providing industry leading support over the life of a piece of equipment. This is done through our unusual dedicated dealership network. Building Safety into all our products, not only provides more safety for the individuals working with our equipment, it again plays a key role in the overall cost of ownership.<br><br>Safety & Green plays a large role in our company. Green is used not only to reduce waste and build efficiencies in our manufacturing process; it also is designed into our equipment as much as possible. Examples include Eco-idle on our brush chipper products, remote controls to efficiently run our grinders and other products, cooling features (hydraulic and engine systems) used in a variety of products and the products themselves can all be used to reduce waste and build efficiencies. The safety enhancements of Vermeer Products have "set the standards" within our industry.<br><br>Our dedicated dealership network is very unusual in the industries we serve. Most dealers in our industry represent many different products and manufacturers and can change often. Vermeer dealers are dedicated to Vermeer products. This dedicated service and support provides our customers and Sourcewell members with personnel and technicians that are well trained and focused on supporting them and work daily in their respective areas. This allows them to be close to actual Sourcewell Members and fully understand the conditions they are working on daily. Having a nationwide distribution network; facilitating local spending by the agencies, in lieu of sending purchases out of the state, help make Vermeer/Sourcewell a positive solution. | |

## Table 16: Exceptions to Terms, Conditions, or Specifications Form

**Line Item 77.** **NOTICE**: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

| Contract Section | Term, Condition, or Specification | Exception or Proposed Modification |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

## Proposer's Affidavit

### PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor’s objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:

    a. Included on the “Specially Designated Nationals and Blocked Persons” list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    b. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Chad Tousey, Corporate Accounts Manager, Vermeer Corporation

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

| File Name | I have reviewed the below addendum and attachments (if applicable) | Pages |
|---|---|---|
| **Addendum_2_ Tree_Maintenance_Equipment_RFP_031721**<br>Tue March 9 2021 09:32 PM | ☑ | 1 |
| **Addendum_1_ Tree_Maintenance_Equipment_RFP_031721**<br>Mon February 22 2021 02:14 PM | ☑ | 1 |

# VEHICLE DISPOSITION POINT CHART

VEHICLE CONCERNS : ELECTRICAL ISSUES, NOT COMPLAINT WITH AQMD IN 2019

UNIT # 370

DEPARTMENT Streets/Trees

DIVISION Quality of Life

ORIGINAL PURCHASE COSTS $ 12,700.00

BLUE BOOK VALUE OF VEHICLE $ 1,450.00

| | | | POINTS | |
|---|---|---|---|---|
| AGE OF VEHICLE (Months) | 533 | Months | 44 | ONE POINT FOR EACH YEAR OF CHRONOLOGICAL AGE, BASED ON INSERVICE DATE |
| CURRENT MILEAGE | 2,609 | Miles/Hours | 0 | ONE POINT FOR EACH 10,000 MILES OF USE |
| VEHICLE USE: (Type Yes in the field that applies) | | | | |
| Administrative | | | 0 | 1,3, OR 5 POINTS ARE ASSIGNED BASED ON TYPE OF SEVICE THAT VEHICLE RECEIVES.FOR EXAMPLE A POLICE PATROL CAR WOULD BE GIVEN A 5 BECAUSE IT IS A SEVERE DUTY SERVICE. IN CONTRAST AN ADMINISTRATIVE SEDAN WOULD BE GIVEN A 1. |
| Police Unit | | | 0 | |
| Fire Vehicle (Battalion Chief Truck, Etc.) | | | 0 | |
| PW Field Vehicle (Trucks) | | | 0 | |
| Equipment | X | | 5 | |
| Pool | | | 0 | |
| SHOP FREQUENCY PER MONTH (Type Yes in the field that applies) | | | | POINTS ARE ASSIGNED AS 1, 3, OR 5 DEPENDING ON THE FREQUENCY THAT A VEHICLE IS IN THE SHOP FOR REPAIR.A FIVE WOULD BE ASSIGNED TO A VEHICLE THAT IS IN THE SHOP TWO OR MORE TIMES PER MONTH ON AVERAGE, WHILE A 1 BE ASSIGNED TO A VEHICLE IN THE SHOP AN AVERAGE OF ONCE EVERY THREE MONTHS OR LESS |
| Two or More per Month | X | | 5 | |
| 1 Every other to 1 per Month | | | 0 | |
| 1 Every Three Months or Less | | | 0 | |
| Major Damage/Total Loss | | | 0 | |
| TOTAL REPAIR HOURS 256.73 | | | | 1 TO 5 POINTS ARE ASSIGNED BASED ON TOTAL LIFE M&R COST(NOT INCLUDING REPAIR OF ACCIDENT DAMAGE) A 5 IS ASSIGNED TO A VEHICLE WITH THE LIFE M&R COSTS EQUAL OR GREATER TO THE VEHICLE'S ORIGINAL PURCHASE PRICE, WHILE 1 IS GIVEN TO A VEHICLE WITH LIFE M&R COSTS EQUAL TO 20% OR LESS OF ORIGINAL PURCHASE COST. |
| MAINTENANCE & REAIR COST FOR VEHICLE LIFE (RTA DATABASE) | $ 52,265.00 | | 5 | |
| CURRENT CONDITION OF VEHICLE (Type Yes in the field that applies) | | | | THIS CATEGORY TAKES INTO CONSIDERATION BODY CONDITION, RUST, INTERIOR CONDITION, ACCIDENT HISTORY, ANTICIPATED REPAIRS, ETC. A SCALE OF 1 TO 5 POINTS IS USED WITH 5 BEING POOR CONDITION. |
| Excellent | | | 0 | |
| Good | | | 0 | |
| Minor | | | 0 | |
| Poor | X | | 5 | |
| Major Damage | | | 0 | |
| | | Total Points | 64 | |

| POINT RANGES | | |
|---|---|---|
| Under 18 Points | CONDITION I | EXCELLENT |
| 18 TO 22 POINTS | CONDITION II | GOOD |
| 23 TO 27 POINTS | CONDITION III | QUALIFIES FOR REPLACEMENT |
| 27 AND ABOVE | CONDITION IV | NEEDS IMMEDIATE CONSIDERATION |

RECOMMENDATION NEEDS IMMEDIATE CONSIDERATION

EVALUATION COMPLETED BY Stephen Bemis ON BEHALF OF THE FLEET MAINTENANCE DEPARTMENT

# Investment Proposal (Quote)

RDO Equipment Co.
20 Iowa Avenue
Riverside CA, 92507
Phone: (951) 778-3700 - Fax: (951) 778-3746

**WARNING**
**Warning: Cancer and Reproductive Harm.**
For more Information go to:
**www.P65Warnings.ca.gov**

**Proposal for:**
CITY OF REDLANDS
PO BOX 3005
REDLANDS, CA, 923731505
SAN BERNARDINO

| | |
|---|---|
| **Investment Proposal Date:** | 7/25/2022 |
| **Pricing Valid Until:** | 12/31/2022 |
| **Deal Number:** | 1575876 |
| **Customer Account#:** | 2641005 |
| **Sales Professional:** | Steve Wren |
| **Phone:** | (951) 778-3700 |
| **Fax:** | (909) 428-4800 |
| **Email:** | SWren@rdoequipment.com |

## Comments

SOURCEWELL CONTRACT PRICING #031721-VRM PROPOSED PRICING PENDING APPROVAL.

## Equipment Information

| Quantity | Serial Number<br>Stock Number | Hours<br>(approx.) | Status / Year / Make / Model<br>Additional Items | Cash Price |
|---|---|---|---|---|
| 1 | TBD<br>TBD | 0 | New 2022 VERMEER SC852 | $89,753.40 |
| | | | Freight in | $1,580.00 |
| | | | Prep / Reconditioning | $480.00 |
| | | | Other PRICE INCREASE | $7,180.00 |
| | | | **Equipment Subtotal:** | **$98,993.40** |

## Purchase Order Totals

| | |
|---|---|
| **Balance:** | $98,993.40 |
| **CA STATE TAX:** | $5,939.61 |
| **CA COUNTY TAX:** | $247.48 |
| **CA SPECIAL TAX:** | $1,484.90 |
| **Sales Tax Total:** | $7,671.99 |
| **CA Tire Fee:** | $10.50 |
| **Sub Total:** | $106,675.89 |
| **Cash with Order:** | $0.00 |
| **Balance Due:** | **$106,675.89** |

## Equipment Options

| Qty | Serial Number | Year / Make / Model | Description |
|---|---|---|---|
| 1 | TBD | 2022 VERMEER SC852 | SC85210VP SC852 VALUE PACKAGE TIER 4 FINAL<br>SC852T4NRC ~SC852 - NON RADIO REMOTE CONTROL OPTION |

**City Council/Successor Agency Meeting** **G. 11.**

**DATE:** 02/07/2023

**TO:** Honorable Mayor and City Council Members

**SUBJECT:** Approve the request for commercial vendors and the temporary closure of State Street for the Art-On-State-Street event on March 19, 2023, and determination that the event is categorically exempt from environmental review pursuant to Section 15311 of the State's guidelines implementing the California Environmental Quality Act (Assistant City Manager Boatman)

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## MOTION(S):

If the City Council determines that the request is appropriate, the following motions are provided:

1. I move that the City Council determine that approval of the event is exempt from environmental review pursuant to Section 15311(c) of the State's guidelines implementing the California Environmental Quality Act; and

2. I move to approve the special event and authorize the temporary closure of East State Street from 6th Street to 7th Street on March 19, 2023 for the Art-On-State-Street event hosted by the Redlands Art Association.

## RECOMMENDATION:

Staff recommends that the City Council direct staff accordingly regarding the event, commercial vendors and temporary street closure request of East State Street from 6th Street to 7th Street for the Art-On-State-Street event hosted by the Redlands Art Association on March 19, 2023.

## DISCUSSION:

The Facilities and Community Services Department manages the administration and issuance of permits for special events held in public areas of the City. Upon issuing a special event permit, the event may take place contingent on the event organizer paying the required fees. The City recognizes the value of partnering

with non-profit agencies and organizations to provide services beneficial to the community.

The non-profit organization, Redlands Art Association, has hosted other events in Redlands and is requesting to hold the Art-On-State-Street event on Sunday, March 19th, on East State Street between 6th and 7th Streets from 10:00 a.m. to 5:00 p.m. The Redlands Art Association is a 501(c)3 organization that intends to use proceeds from the event to further art education at their art center downtown. The Redlands Art Association is also requesting to have commercial vendors with various sales of artwork, approximately 39 artists or vendors. City Council approval is required for the event because of the request for the temporary street closure and because the Municipal Code prohibits commercial activity and special events to take place within a city street. The City Council has approved commercial activity within a city street for non-profit events in the past. Therefore, the Council's approval is needed for this request.

Should the City Council elect to approve the event, the following conditions of approval will apply:

- The event will be held on East State Street from 6th Street to 7th Street;
- All commercial vendors shall have a current City of Redlands business license to participate in the event; and
- The event shall comply with all County of San Bernardino Health Permit regulations.

**ALTERNATIVES:**

The City Council may elect to deny the event, commercial activity, or temporary street closure.

**STRATEGIC PLAN:**

Priority A- Quality of Life, Strategic Objective 1. Beautification, Arts, and Culture. Enhance community events to better reflect Redlands' diversity and demographics.

**SUBMITTED BY:**
Chris Boatman, Assistant City Manager

**RECOMMENDED BY:**
Charles M. Duggan Jr., City Manager

**REVIEWED BY:**
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director

Christopher R. Catren, Police Chief

**PREPARED BY:**
Larry Alms, Administrative Assistant II

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## Fiscal Impact

| | |
|---|---|
| **Fiscal Year:** | FY 2022-23 |
| **Revenue Generating:** | N |
| **Appropriation Required Y/N:** | N |
| **Budgeted Y/N:** | N |

**Discussion:**

If the event is approved, the applicant will pay any applicable fees associated with the event.

---

## Attachments

special event summary

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**EVENT:** ART-ON-STATE-STREET

# PERMIT TO CLOSE STREET FOR SOCIAL EVENT(S)

**Permission to close a street for an event is subject to the following requirements:**

| | |
|---|---|
| | ***MUST PROVIDE INSURANCE COVERAGE AS DESCRIBED. SEE REVERSE*** |
| 1. | **MUST attach street closure diagram. (Failure to submit diagram will result in non-issuance of permit).** |
| 2. | **MUST attach event flyer or event description. (Failure to submit flyer or event description will result in non-issuance of permit).** |
| 3. | Signs and barricades shall be supplied and installed by the applicant as required by the Municipal Utilities & Engineering Department Director. |
| 4. | No tables or other objects shall be placed on the street surface. |
| 5. | Permission in writing shall be granted by all residents of the effected portion of the street. |
| 6. | The hours of street closure shall be within the hours of 9 a.m. to 9 p.m. Street must be fully opened by 9 p.m. |
| 7. | The street shall remain open for emergency vehicles and local traffic at all times. |
| 8. | No alcohol shall be consumed on the street right-of-way. |
| 9. | This permit relates only to the closing of the street. It does not relate to the type of activity, noise or any other aspect of the event. All other applicable and appropriate ordinances and laws apply. |

Permission is hereby granted to REDLANDS ART ASSOCIATION

To close STATE STREET

Between 6TH STREET AND 7TH STREETS

On MARCH 19 2023 from 8 am/~~pm~~ to 6 ~~am~~/pm

Address of applicant 215 E STATE STREET, REDLANDS

Signature of applicant Sandy Davis Phone No. 909-273-4598

Condition(s) USE ELECTRICITY AT TREE WELLS (credit card reader units, artist's electrified art pieces)

Event Name/Description ART-ON-STATE STREET, annual outdoor art sale

**FOR OFFICE USE ONLY**

**This permit must be signed by the Chief of Police in order to be valid.**

1. _____ _____
Risk Management — Date

2. _____ _____
Facilities & Community Services Dept. — Date

3. Chief of Police — 11/3/2022 Date

4. _____ _____
Municipal Utilities & Engineering Dept. — Date

# CITY OF REDLANDS

## SPECIAL EVENT SUMMARY

**To be submitted with initial request and/or Formal Park Reservation. Special Event application may follow. City staff will review this summary to inform organizer of required permits and applications depending on specifics of event. Additional pages may be used if necessary.**

**Special Event Applications shall be submitted a minimum of 5 months prior to event. Submissions after the cut-off date may result in denial of event application.**

Name of Event: ART-ON-STATE STREET

Organization hosting event: REDLANDS ART ASSOCIATION

Requested Dates(s): SUNDAY, MARCH 19 2023

Requested Event Start and End times: EVENT: 10 AM - 5PM.

Requested Event set up and clean up times: ARTIST SET UP 8 AM TO ARTIST TAKE-DOWN 5-6 PM.

Requested Location(s): STATE STREET BETWEEN 6TH AND 7TH STREET

Event Type (*Description of event*). Attach event flyer if available
*List specific details of event components (i.e. food or other vendors, parade, live music, crafts, fireworks, car show, run/walk, etc.)*

ARTIST'S FINE ARTS AND CRAFTS SHOW AND SALE. SEMI-ANNUAL ART EVENT.

Vendors (mark all that apply, indicate anticipated number of vendors)

- ☐ Food Vendors # ☐
- ☑ Vendors selling goods (*other than food*) # 39 Artists
- ☐ Other (*describe*) # ☐

Will street closures be requested? ☑ Yes ☐ No

If yes, include a map indicating street closures with exact location of closures.

Provide times each street will be closed

Describe purpose of the street closure (*for pedestrian run/walk, parade, etc.*)

PEDESTRIAN WALK WAY

Will Police or Fire staffing be requested? ☐ Yes ☑ No

If yes, describe purpose and estimated number, if known.

Will alcohol be served or sold? ☐ Yes ☑ No

If yes, what organization will be responsible for beer garden?

Entry Fee to be charged? ☐ Yes ☑ No If yes, indicate amount

How will proceeds be used? What local organizations will benefit?

REDLANDS ART ASSOCIATION, A 501(C)3 ORGANIZATION WILL USE PROCEEDS TO FURTHER ART EDUCATION AT THEIR ART CENTER DOWNTOWN REDLANDS.

Information for organization point of contact (Name(s), Phone, Email)

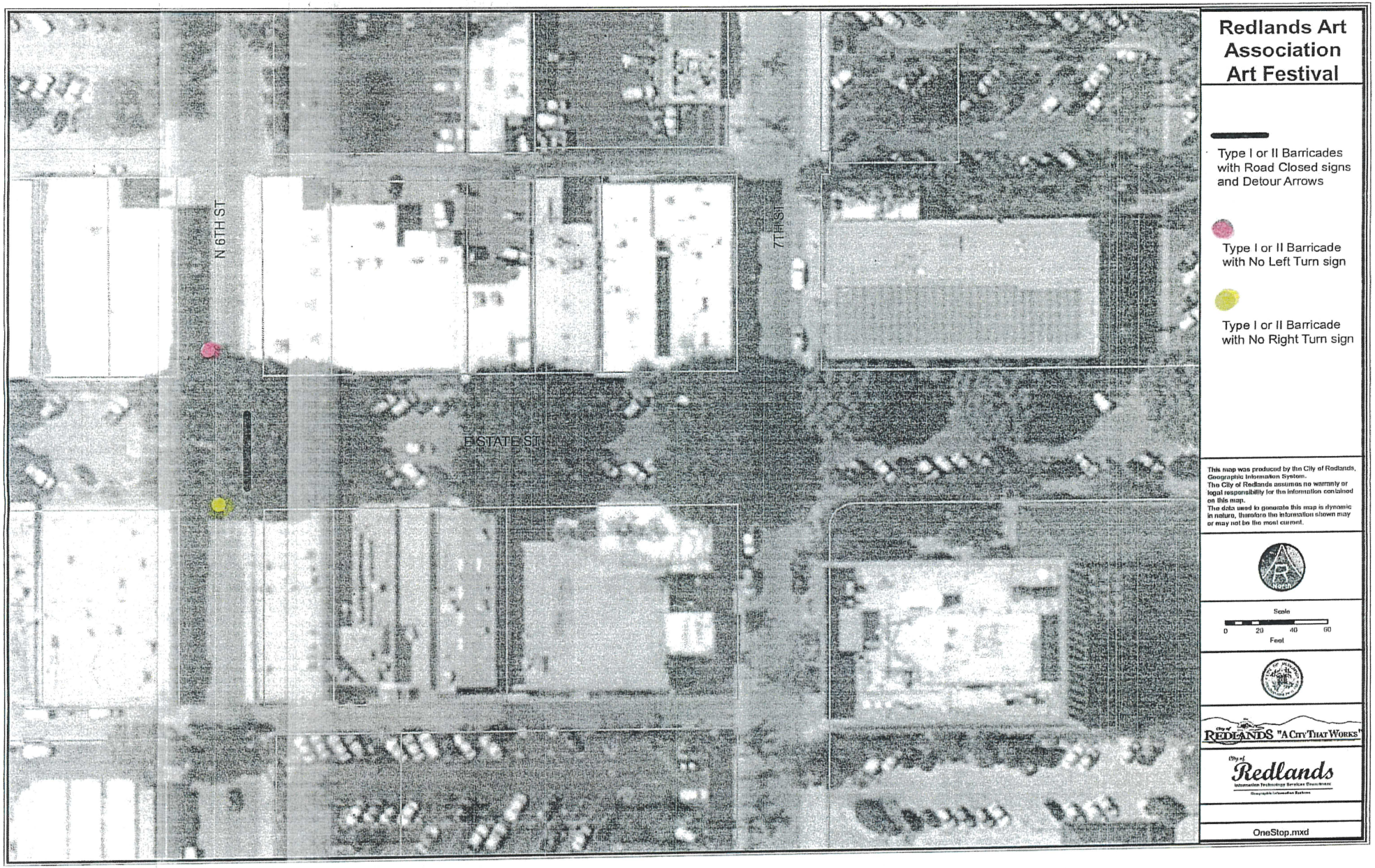
SANDY DAVIES, cell/text 909-273-4598, sandydavies@verizon.net

Any other pertinent information about event that will assist in review of event application

TRADITIONAL EVENT MARCH & OCTOBER ANNUALLY, SINCE 2006.
FAMILY FRIENDLY.
DOESN'T USE CITY RESOURCES.

*For City use only*

*Date Received* ☐ *Requires City Council Approval* ☐ *Yes* ☐ *No*


N 6TH ST
7TH ST
E STATE ST
Redlands Art Association Art Festival
Type I or II Barricades with Road Closed signs and Detour Arrows
Type I or II Barricade with No Left Turn sign
Type I or II Barricade with No Right Turn sign
This map was produced by the City of Redlands, Geographic Information System.
The City of Redlands assumes no warranty or legal responsibility for the information contained on this map.
The data used to generate this map is dynamic in nature, therefore the information shown may or may not be the most current.
North
Scale
0 20 40 80
Feet
City of REDLANDS "A City That Works"
City of Redlands
OneStop.mxd

# INSURANCE SCHEDULE

A. The vendor/contractor shall secure the minimum insurance coverage described below, and such insurance shall be primary with respect to any insurance or self-insurance programs maintained by the City.

- *Worker's Compensation and Employer's Liability* insurance in the amount that meets the statutory requirement shall be in force with an insurance carrier acceptable to the City.
- *Comprehensive Commercial General Liability* insurance in the amount of one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate shall be in force with an insurance carrier acceptable to the City and **name the City as additional insured**. {Three million dollars ($3,000,000) aggregate for projects with greater exposure.}
- *Commercial Automobile Liability* insurance with minimum limits of one million dollars ($1,000,000) per occurrence combined single limit for bodily injury liability and property damage liability shall be in force and **name the City as additional insured**. This coverage shall include all owned vehicles, hired and non-owned vehicles, and employee non-ownership vehicles.

B. The vendor/contractor shall instruct their insurance agent/broker to furnish properly executed certificates of insurance to the City.

- Certificates of insurance shall clearly evidence coverage required above.
- Certificates of insurance shall be **submitted by the agent/broker directly** either via email to Insurance@cityofredlands.org or U.S. Mail to:

City of Redlands
Risk Management Division
P.O. Box 3005
Redlands, CA 92373
PHONE: 909-798-7679
FAX: 909-335-4762

10-25-22
✓ on the way from
Hub International

**City Council/Successor Agency Meeting** **G. 12.**

**DATE:** 02/07/2023

**TO:** Honorable Mayor and City Council Members

**SUBJECT:** Approve a sole source purchase with Citizen Communications DBA Recyclist for Solid Waste compliance software for the amount of $34,390 (Assistant City Manager Boatman)

---

## MOTION(S):

If the City Council determines that staff's recommendation is appropriate, the following motions are provided:

I move to approve a sole source purchase with Citizen Communications DBA Recyclist for solid waste compliance software in the amount of $34,390.

## RECOMMENDATION:

Staff recommends that the City Council approve a sole source purchase with Citizen Communications DBA Recyclist for solid waste compliance software in the amount of $34,390.

## DISCUSSION:

The City of Redlands Facilities and Community Services Department, Solid Waste Division regularly procures supplies and services to support operations throughout the City. To accommodate these services, staff is seeking approval for a cloud-based compliance software that provides accurate and efficient record-keeping capabilities that includes all reporting tools and meets California's SB 1383 jurisdictional requirements. Recyclist was selected as the sole source vendor, as it is the sole manufacturer of the Program Tracker, which is designed specifically for municipal solid waste and recycling managers and their collaborators. Per the purchasing guidelines, this amount requires City Council approval.

**ALTERNATIVES:**

The City Council may elect not to approve the request to purchase the Recyclist Program Tracker and provide alternative direction to staff.

**STRATEGIC PLAN:**

Supports Priority D- Sustainability

**SUBMITTED BY:**
Chris Boatman, Assistant City Manager

**RECOMMENDED BY:**
Charles M. Duggan Jr., City Manager

**REVIEWED BY:**
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director
Dana Abramovitz-Daniel, Procurement Manager

**PREPARED BY:**
Nathalie Ayala, Senior Administrative Assistant

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**Fiscal Impact**

| | |
|---|---|
| **Fiscal Year:** | FY 2022-23 |
| **Amount:** | $34,390 |
| **Budgeted Y/N:** | Y |
| **Account No.:** | 511900 & 511910 |

**Discussion:**

Sufficient funding for this service is included in the Solid Waste Division's (511900 & 511910) budget for Fiscal Year 2022-2023 as approved by City Council. Costs associated with any future renewal terms of the agreement will be included in subsequent budget requests prepared by the Department.

| | |
|---|---|
| Program Tracker - Base Subscription | $27,390 |
| Projected Data Set Imports (2 @ $1,000 per data set) | $2,000 |
| Implementation Fee | $5,000 |
| Total | $34,390 |

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**Attachments**

A. Sales Services Order Form
B. Sole-Single Source Request Form
C. Sole Source Letter

**SAAS SERVICES ORDER FORM**

| | |
|---|---|
| Customer: City of Redlands | Contact: Karee Keyser |
| Address: P.O. Box 3005 | Phone: (909) 335-4704 |
| Redlands, CA 92373 | Email: kkeyser@cityofredlands.org |
| **Services:** Recyclist Program Tracker (the "Service(s)"). | **Initial Service Term:** 12 months, commencing upon completion of implementation. |
| **Service Capacity:** Management of regulatory compliance and outreach for commercial and multi-family waste generators within the City of Redlands service area. | **Implementation Services:** Company will use commercially reasonable efforts to provide Customer the services described in the Statement of Work ("SOW") attached as Exhibit A hereto ("Implementation Services"), and Customer shall pay Company the Implementation Fee in accordance with the terms herein. |
| **Service Fees:** Base Annual Subscription Fee billed upon completion of Implementation Services, subject to the terms of Section 4 herein. Data Import Fees billed upon receipt of each data set, subject to the terms of Section 4 herein. | **Implementation Fees (one-time):** Payable upon execution of the Agreement, subject to the terms of Section 4 herein. |
| **Extension Option:** Customer may exercise an option for a 3-year extended term, at the Subscription Fees detailed below, at least 90 days prior to the end of the Initial Service Term. | |

| YEAR 1 SERVICE FEES | PRICE | QTY | SUBTOTAL |
|---|---|---|---|
| Program Tracker - Base Subscription (standard) | $27,390 | 1 | $27,390 |
| Projected Data Set Imports (per data set) | $1,000 | 2 | $2,000 |

| | |
|---|---|
| **Year 1: Total Projected Annual Fees** | **$29,390** |

| ONE-TIME FEES | PRICE | QTY | SUBTOTAL |
|---|---|---|---|
| Program Tracker - Implementation Fee | $5,000 | 1 | $5,000 |

| | |
|---|---|
| **Total One-Time Fees** | **$5,000** |

| EXTENSION OPTION SERVICE FEES | YEAR 2 | YEAR 3 | YEAR 4 |
|---|---|---|---|
| Program Tracker - Base Subscription (standard) | $27,390 | $28,760 | $30,197 |
| Projected Data Set Imports ($1,000 x 4 data sets) | $4,000 | $4,000 | $4,000 |
| **Total Projected Annual Fees** | **$31,390** | **$32,760** | **$34,197** |

**SAAS SERVICES AGREEMENT**

This SaaS Services Agreement ("Agreement") is entered into on this xx day of xxx 20xx (the "Effective Date") between Citizen Communications, LLC dba Recyclist with a place of business at 12313 Soaring Way, Suite 1D, Truckee CA 96161 ("Company"), and the Customer listed above ("Customer"). This Agreement includes and incorporates the above Order Form, as well as the attached Terms and Conditions and contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different terms of any related purchase order or similar form unless expressly identifying this Agreement, specifically referencing the provisions of this Agreement to be altered or superseded and signed by the parties after the date hereof.

| **Citizen Communications, LLC dba Recyclist** | **City of Redlands** |
|---|---|
| **Name:** | **Name:** |
| **Title:** | **Title:** |
| **Date:** | **Date:** |

## TERMS AND CONDITIONS

**1. SAAS SERVICES AND SUPPORT**

1.1 Subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide Customer the Services. As part of the registration process, Customer will identify an administrative user name and password for Customer's Company account. Company reserves the right to refuse registration of, or cancel passwords it deems inappropriate.

1.2 Subject to the terms hereof, Company will provide Customer with reasonable technical support services in accordance with Company's standard practice.

**2. RESTRICTIONS AND RESPONSIBILITIES**

2.1 Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third; or remove any proprietary notices or labels. With respect to any Software that is distributed or provided to Customer for use on Customer premises or devices, Company hereby grants Customer a non-exclusive, non-transferable, non-sublicensable license to use such Software during the Term only in connection with the Services.

2.2 Further, Customer may not remove or export from the United States or allow the export or re-export of the Services, Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Software and documentation are "commercial items" and according to DFAR section 252.227-7014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

2.3 Customer represents, covenants, and warrants that Customer will use the Services only in compliance with its intended functionality and all applicable laws and regulations. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Customer is responsible for maintaining the confidentiality of the passwords assigned to Customer and its users. Customer will immediately notify Company if it becomes aware that a password is lost, stolen, disclosed to an unauthorized third party, or otherwise compromised. Company will be responsible for any and all activities made pursuant to the licenses granted to Customer's hereunder and any of its users' or Equipment or the access credentials to the Services. Customer shall, and shall ensure its users, use commercially reasonable efforts to prevent unauthorized access to, or use of, the Services, and notify Company promptly of any unauthorized access or use. Customer hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer's use of Services. Although Company has no obligation to monitor Customer's use of the Services, Company may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

**3. CONFIDENTIALITY; PROPRIETARY RIGHTS**

3.1 Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to Company to enable the provision of the Services ("Customer Data"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after two (2) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law, court order or subpoena.

3.2 Customer shall own all right, title and interest in and to the Customer Data. Company shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Implementation Services or support, and (c) all intellectual property rights related to any of the foregoing.

3.3 Notwithstanding anything to the contrary, Company shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Company will be free (during and after the term hereof) to (a) use such

information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, and (b) disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein.

**4. PAYMENT OF FEES**

4.1 Customer will pay Company the then applicable fees described in the Order Form for the Services and Implementation Services in accordance with the terms therein (the "Fees"). If Customer's use of the Services exceeds the Service Capacity set forth on the Order Form or otherwise requires the payment of additional fees (per the terms of this Agreement), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term or then-current renewal term, upon thirty (30) days prior notice to Customer (which may be sent by email). Notwithstanding the foregoing, all Data Import Fees set forth in the Order Form are estimates only and are, at any time during the Term, subject to reasonable increases based on then-current Company fees for Data Set Imports. If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company's customer support department.

4.2 Company may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Company thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service. Customer shall be responsible for all taxes associated with Services other than U.S. taxes based on Company's net income.

4.3 At the end of the Initial Service Term, Customer will have an Extension Option for an additional 36 months, at the annual subscription fee pricing detailed in the Order Form. The Customer must notify the Company of their intent to exercise this option at least 90 days prior to the end of the Initial Service Term.

**5. TERM AND TERMINATION**

5.1 Subject to earlier termination as provided below, this Agreement is for the Initial Service Term, or, if exercised per the provisions in Section 4.3, the Extension Option Term , and shall be automatically renewed for additional periods of the same duration as the Initial Service Term (collectively, the "Term"), unless either party requests termination .

5.2 In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days' notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement. Customer will pay in full for the Services up to and including the last day on which the Services are provided. Upon any termination, Company will make all Customer Data available to Customer for electronic retrieval for a period of thirty (30) days, but thereafter Company may, but is not obligated to, delete stored Customer Data. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

**6. WARRANTY AND DISCLAIMER**

Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Implementation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. However, Company does not warrant that the Services will be uninterrupted or error free; nor does it make any warranty as to the results that may be obtained from use of the Services. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

**7. INDEMNITY**

Company shall indemnify Customer from liability to third parties resulting from infringement by the Service of any United States patent or any copyright or misappropriation of any trade secret, provided Company is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement; Company will not be responsible for any settlement it does not approve in writing. The foregoing obligations do not apply with respect to portions or components of the Service (a) not supplied by Company, (b) made in whole or in part in accordance with Customer specifications, (c) that are modified after delivery by Company, (d) combined with other products, processes or materials where the alleged infringement relates to such combination, (e) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (f) where Customer's use of the Service is not strictly in accordance with this Agreement. If, due to a claim of infringement, the Services are held by a court of competent jurisdiction to be or are believed by Company to be infringing, Company may, at its option and expense (i) replace or modify the Service to be non-infringing provided that such modification or replacement contains substantially similar features and functionality, (ii) obtain for Customer a license to continue using the Service, or (iii) if neither of the foregoing is commercially practicable, terminate this Agreement and Customer's rights hereunder and provide Customer a refund of any prepaid, unused fees for the Service.

**8. LIMITATION OF LIABILITY**

8.1 Customer acknowledges, understands and agrees that Company utilizes third party hardware, software and hosting solutions in connection with the Services ("Third Party Solutions") in order to economically provide the Services to Customer. Customer recognizes that the quality of the Services is dependent upon such Third Party Solutions and that Company does not have nor exercise significant bargaining power with such Third Party Solutions so as to reasonably control the Customer's experience resulting from such Third Party Solutions, and therefore notwithstanding any other provision of this Agreement to the contrary, agrees that Company shall not be liable or in breach of this Agreement to the extent such liability or breach is the result of the acts or omissions of Third Party Solutions or their providers.

8.2 NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**9. MISCELLANEOUS**

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by Customer except with Company's prior written consent. Company may transfer and assign any of its rights and obligations under this Agreement with consent of City, except that Company may assign this Agreement in whole without such consent in connection with any transfer of all or substantially all of Company's assets or stock, merger, spin-off, consolidation, reorganization or other business combination or change of control by Company upon thirty (30) days' written notice to Customer. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of California without regard to its conflict of laws provisions.

**EXHIBIT A**
**Statement of Work**

Implementation of the Recyclist Program Tracker includes:

- Configuring data import process to align with Customer's data and programmatic objectives
- Importing initial compliance records
- Setting up user accounts and permissions
- Customizing database fields to meet reasonable customer needs
- Customizing reports to meet reasonable customer needs

Base subscription includes:

- Commercial and multi-family generator database for tracking:
    - Service levels
    - Contact information
    - AB 1826 & AB 341 compliance
    - SB 1383 compliance (rolling out in phases)

- Log of all outreach activities

- CRM features to schedule and track outreach to commercial generators, including:
    - Site Visits
    - Phone Calls
    - Emails
    - Photos taken
    - Task lists and calendars
    - Task reminders and summaries

- Customization of standard forms and reports to meet reasonable customer needs, such as:
    - Tracking local programs and pilot projects
    - Tracking compliance with state, regional and/or local ordinances
    - Complex customization projects necessitating new forms and/or reports may require additional professional services. Any additional consulting, training, development, configuration, development and/or integration services may be out of scope and subject to Company agreeing to provide such services pursuant to a change order to this SOW.

- Reports in list and/or graph format, with ability to search, sort and filter, and to export to Excel, PDF, or image file
- Cloud-based database that syncs data across all users in real time
- Web-based application, with mobile app for iOS and Android (requires internet connection)
- Secure web hosting with weekly backups
- Support via email, Monday-Friday 9am-5pm PT
- Support via phone by appointment
- Unlimited users

Data Import includes:

- Processing and importing a single-tab Excel worksheet or CSV file
- For service record data imports:
    - Importing new accounts, identifying possibly closed accounts and service-level changes
    - Updating generator compliance statuses to align with new data
- Custom Data Template Surcharge applicable to any Data Imports not delivered in the standard Recyclist Service Record Template

# Sole Source/ Single Source/ Standardization Form

**For procurement of supplies, equipment and services valued at $5,000 and over**

**NOTE: Every question must be answered with appropriate documentation attached; incomplete forms will be immediately rejected by Purchasing.**

**Date:** 12/13/22

**TO:** Purchasing Division

**FROM:** FCS

**Purchase Requisition #** _____

**Estimated Total Cost: $** 34,390

**Proposed Vendor:** Recyclist

**Request Term:** FY 2022-2023

This form must accompany the purchase document whenever an exception to the competitive process is requested. Requests for goods and/or services from a specific vendor or limited to a specific brand, where substitutes to the recommended vendor or brand are unacceptable, must be accompanied by a written justification explaining the circumstances that make alternatives unacceptable.

The City Manager will determine whether the justification is appropriate. Requests for exception must be supported by factual statements that will pass an audit.

## INSTRUCTIONS

1. Please check all applicable categories (a. through i.) below and provide additional information where indicated.

☐ a. The requested product is an integral repair part or accessory compatible with existing equipment.

Existing Equipment: _____

Manufacturer/Model Number: _____

Age: _____

Current Estimated Value: _____

☒ b. The requested product has unique design/performance specifications or quality requirements that are not available in comparable products.

☐ c. I have standardized the requested product and the use of another brand/model would require considerable time and funding to evaluate.

☐ d. The requested product is one in which I (and/or my staff) have specialized training and/or extensive expertise. Retraining would incur substantial cost in time and/or funding.

☐ e. The requested product is used or demonstration equipment available at a lower-than-new cost.

☐ f. Repair/Maintenance service is available only from manufacturer or designated service representative.

☒ g. Upgrade to or enhancement of existing software is available only from manufacturer.

☒ h. Service proposed by vendor is unique; therefore, competitive bids are not available or applicable.

☒ i. Other factors (provide detailed explanation in #2 below).

2. Provide a detailed explanation and pertinent documentation *for each category* checked in item 1 above. Attach additional sheets if necessary:

Recyclist is the sole manufacturer and sole service provider of the Program Tracker, cloud-based compliance and outreach database platform designed specifically for municipal solid waste and recycling managers and their collaborators. The platform is uniquely positioned to provide jurisdictions with all the reporting tools and collaborative record keeping capabilities necessary to meet California's SB 1383 jurisdictional requirements.

3. Was an evaluation of other equipment, products, or services performed?
☐ Yes ■ No
***If yes, please explain the type of evaluation performed and provide all supporting documentation:***

4. List below the name of each individual who was involved in the evaluation, if conducted, and in making the recommendation to procure this product or service. Attach additional information, if necessary.
Louie Miranda Karee Keyser

5. **Explain what action(s) the department would take if the sole/single source services were no longer available**
If Recyclist were no longer available, we would have to go through a bidding process to find another company with similar capabilities, which could cost considerable time and money.

6. I certify that the above information is accurate to the best of my knowledge, and a signed copy of this document will be kept on file and available for audit in my department

Nathalie Ayala 12/13/2022
Prepared by Date

Department Director 1/5/23
Date

## Purchasing Approvals

Purchasing Agent Approval Date

City Manager Approval Date

**RECYCLIST PROGRAM TRACKER SOLE SOURCE**
**Sole Source/ Single Source/ Standardization Form**
(continued from form)

**5.** Recyclist is the sole manufacturer and sole service provider of the Program Tracker. If their services were no longer available, we would have to try and internally develop a comparable tool that provides the management of regulatory compliance and outreach for commercial and multi-family waste generators. This would easily consume significant amounts of time not only for Solid Waste staff but also for IT staff. This would also mean the tremendous additional external financial costs of data sourcing, server space/hosting and system administration beyond the initial time investment. Trying to develop a similar comparable product would take at least 12 months to develop which means another year of tracking that is not as accurate as it could possibly be. Recyclist's platform would be available immediately.

PO Box 2319
Truckee, CA 96160
(530) 563-6362
www.recyclist.co

December 8, 2022

To Whom It May Concern:

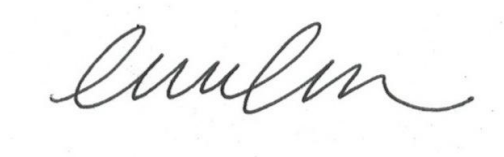
This letter is in response to your organization's request for a sole source letter from our company.

Recyclist is the manufacturer and sole service provider of the Program Tracker, a cloud-based compliance and outreach database platform designed specifically for municipal solid waste and recycling program managers. The platform is uniquely positioned to provide jurisdictions with the full customization and collaborative record keeping capabilities necessary to meet the SB 1383 requirements.

While waste consultants and other database management systems are able to build software to recordkeep and report on the same topics, Recyclist has no known competitors in providing the full services, features and functionality of the Program Tracker.

We appreciate your organization's interest in using our software and niche services, and will provide as much support as we can to help through the procurement of them.

Sincerely,



Emily Coven
Founder, Recyclist

**City Council/Successor Agency Meeting** **G. 13.**

**DATE:** 02/07/2023

**TO:** Honorable Mayor and City Council Members

**SUBJECT:** Accept the California Market Match Program Grant through the Ecology Center in the amount of $5,200, approve an additional appropriation of $5,200, and approve an in-kind services match of $8,914.25 (Assistant City Manager Boatman)

---

## MOTION(S):

If the City Council determines that staff's recommendation is appropriate, the following motion is provided:

1. I move to accept the California Market Match Program Grant through the Ecology Center in the amount of $5,200, approve an additional appropriation of $5,200, and approve an in-kind service match of $8,914.25.

## RECOMMENDATION:

Staff recommends that the City Council accept the California Market Match Program Grant through the Ecology Center in the amount of $5,200, approve an additional appropriation of $5,200, and approve an in-kind service match of $8,914.25.

## DISCUSSION:

The Federal Supplemental Nutrition Assistance Program (SNAP), called CalFresh in California and occasionally referred to as "food stamps," is the largest food assistance program in the nation. Market Match is California's SNAP healthy food incentive program which matches customers' nutrition assistance benefits, like CalFresh and WIC, at farmers' markets. The matching funds allow SNAP recipients to buy more fruits and vegetables from eligible farmers' markets such as the Redlands Certified Farmers Markets. Market Match empowers qualifying shoppers to make healthy food choices by overcoming financial barriers. The intent of the grant is to encourage job creation, local economic development, and civic engagement by leveraging the benefits of farmers' markets for a broader community.

The City has been awarded the California Market Match Program Grant through the Ecology Center in the amount of $5,200 to be distributed to SNAP customers at the time of sale. Market Match incentives provide a dollar-for-dollar match (For each SNAP benefit spent, the customer receives one dollar of Market Match incentive up to $10.00), per market day. Market Match incentives have steadily increased over the years. With the expansion of the Saturday Morning Farmer's Market in 2023, staff is anticipating more customers visiting the market. An in-kind match in the amount of $8,914.25 will be fulfilled through staff time at the market distributing and redeeming the SNAP EBT and Market Match incentives, along with administering the grant. The term of this grant is from January 1, 2023, through December 31, 2024.

Since 2017 through 2022, the City Council has approved the acceptance of Market Match grant funds for use at the City's Certified Farmers Markets. The Saturday Morning Certified Farmers Market has continued in operation as an essential service throughout the Covid-19 pandemic. The program has been an extraordinary success, with a cumulative 1,048 participants who have used the program with $12,661 in incentives provided for the purchase of locally grown fresh fruits and vegetables. If approved, the grant funds for the sixth year will be dedicated to continuing the Market Match incentive program, including advertising for customer outreach, incentives distributed to participants, and program administration for data tracking and distribution of incentives at the market.

## ALTERNATIVES:

City Council may elect not to receive the California Market Match Program Grant award at this time.

## STRATEGIC PLAN:

Not applicable.

## SUBMITTED BY:

Chris Boatman, Assistant City Manager

## RECOMMENDED BY:

Charles M. Duggan Jr., City Manager

## REVIEWED BY:

Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director

**PREPARED BY:**
Dave Jaffe, Recreation Supervisor

## Fiscal Impact

| | |
|---|---|
| **Fiscal Year:** | FY 2022-24 |
| **Appropriation Required Y/N:** | Y |
| **Amount:** | 5200 |
| **Budgeted Y/N:** | N |
| **Account No.:** | 200300 |

**Discussion:**

The grant will provide total funds in the amount of $5,200. Of this total, $200.00 will be used towards promoting and administering the program and $5,000 will be used towards incentives. The City is required to provide a match of $8,914.25 of in-kind services.

## Attachments

Additional Appropriation
CNIP Market Match MOU

# CITY OF REDLANDS
# REQUEST FOR ADDITIONAL APPROPRIATION

DATE OF REQUEST: 2/07/2023

| FINANCE USE ONLY |
|---|
| TRANSACTION NO: |
| ACCOUNTING PERIOD: |

An additional appropriation is hereby requested as follows:

Department: Facilities & Community Services

| EXPENDITURE APPROPRIATION INCREASE (if applicable) | | | | |
|---|---|---|---|---|
| **Account Description** | **Orgkey** | **Object Code** | **Job Ledger (If applicable)** | **Amount** |
| Full Time Salaries | 200300 | 7806 | C300005 | $ 200.00 |
| Food | 200300 | 7807 | C300005 | $ 5,000.00 |
| | | | | |
| | | | | |
| | | | | |
| | | | | $ $ 5,200.00 |

| REVENUE APPROPRIATION INCREASE (if applicable) | | | | |
|---|---|---|---|---|
| **Account Description** | **Orgkey** | **Object Code** | **Job Ledger (If applicable)** | **Amount** |
| State Grant | 200300 | 4401 | C300005 | $ 200.00 |
| Federal Grant | 200300 | 4407 | C300005 | $ 5,000.00 |
| | | | | |
| | | | | |
| | | | | |
| | | | | $ $ 5,200.00 |

JUSTIFICATION: CY 2022 participation in the California Market Match Grant awarded through the Ecology Center to fund certified farmers' market activities at the City;s certified farmers market.

Requested By: Chris Boatman
Department Head

Recommended By Finance Director:

Yes __ No __ Signed

Recommended: _____
City Manager

Comments: _____

Approved by City Council:

Date: _____

Signed: _____
City Clerk

# Memorandum of Understanding

## Between the California Department of Food and Agriculture and

City of Redlands (Firm/SNAP RetailerPermit Holder)

**Program Summary**

The California Nutrition Incentive Program (CNIP) is a statewide program that provides nutrition incentives to CalFresh (federally known as SNAP) shoppers at certified farmers' markets and small businesses throughout the state of California. CNIP is administered by the California Department of Food and Agriculture's (CDFA) Office of Farm to Fork through competitive grants awarded to non-profits, small businesses and farmers' markets. CNIP was established by California Assembly Bill 1321 (Chapter 442, Statutes of 2015).

CNIP incentives are offered to increase the purchase of California grown fresh fruits and vegetables by CalFresh shoppers.

CDFA is a grantee of the Gus Schumacher Nutrition Incentive Program (GusNIP), which is administered by the United States Department of Agriculture's National Institute of Food and Agriculture (NIFA) and Food and Nutrition Service (FNS). GusNIP is authorized by Section 4205 of the Agricultural Improvement Act of 2018 amended section 4405 of the Food, Conservation, and Energy Act of 2008 ("FCEA") (7 U.S.C. 7517). The authority to administer this program was delegated to the Director of NIFA through the Under Secretary for Research, Education, and Economics (REE) (see 79 FR 44101 (July 30, 2014).

The Ecology Center is one of CDFA's subgrantees on this project and has contracts in place with many of the farmers markets, farmers' market associations, CSAs, farms stands, and stores participating in CNIP.

This Memorandum of Understanding does not supersede either CDFA's grants agreement with the Ecology Center nor the Ecology Center's contract with City of Redlands (market or "firm"), the "Firm". This MOU outlines specific requirements of City of Redlands (market or "firm") and CDFA, but City of Redlands (market or "firm") is still

subject to additional requirements outlined in its contract with the Ecology Center and grant with CDFA.

**Firm/Market Information**

Name of Firm (including any other names the firm does business under):

City of Redlands

Mailing Address: P.O. Box 3005 Redlands, Ca 92373

| | |
|---|---|
| Site Name #1 | Saturday Morning Market |
| Address | State Street (Between Orange and 8th Street) |
| Cross Street | Orange and 8th |
| City | Redlands |
| Zip Code | 92373 |
| County | San Bernardino County |
| Months of Operations | Year Round |
| Day(s) of Operation | Saturday |
| Start Time | 8:00am |
| End Time | 12:00pm |
| FNS Number | 0428832 |

| | |
|---|---|
| Site Name #2 | |
| Address | |
| Cross Street | |
| City | |
| Zip Code | |
| County | |
| Months of Operations | |
| Day(s) of Operation | |
| Start Time | |
| End Time | |
| FNS Number | |

| | |
|---|---|
| Site Name #3 | |
| Address | |
| Cross Street | |
| City | |
| Zip Code | |
| County | |
| Months of Operations | |
| Day(s) of Operation | |
| Start Time | |
| End Time | |
| FNS Number | |

Expected Starting Date of Participation in CDFA's GusNIP project: January 1, 2023

Expected Ending Date of participation: December 31, 2024

Incentives being offered: CalFresh shoppers spending their CalFresh (SNAP) benefits will receive incentives for the purchase of California grown fresh fruit and vegetables.

**Firm Responsibilities**

Data: The firm will provide CDFA and/or its affiliates the Ecology Center and the Nutrition Policy Institute with all the incentive transaction related data necessary for a robust evaluation of the grant project. This data will also be shared with the National Institute of Agriculture and the Food and Nutrition Service as part of the GusNIP grant.

GusNIP and SNAP rules: The firm will follow all relevant GusNIP and SNAP rules including, but not limited to, the following:

- The firm will only accept incentives for California grown fresh fruits and vegetables
- The firm will never accept incentives for ineligible products (i.e., non-food, alcohol, tobacco, or hot food products)
- The firm will never exchange incentives for cash;
- The firm will never provide cash or SNAP EBT change for incentives
- The firm will never accept incentives from individuals known not to be legally entitled to possess incentives
- The firm will never accept incentives to pay credit accounts
- The firm will never knowingly provide false information of a substantive nature regarding their participation in the grant project

Any failure to abide by GusNIP and SNAP rules may result in SNAP disqualification, civil money penalties, and/or criminal penalties. Failure to abide by GusNIP grant program rules may result in rescission, in whole or in part, of the grant funds.

**CDFA Responsibilities**

CDFA, as the primary GusNIP grantee, is responsible for overseeing firms participating in their grant project to ensure that SNAP and GusNIP rules are followed and will be held responsible for instances of noncompliance that occur at any of the participating firms.

**Breach**

The Firm may be in material breach under this MOU if it fails to comply with any term of this MOU, GusNIP, or SNAP rules. In the event of a material breach, CDFA shall provide a written notice of breach to the Firm and any course of action required to cure the breach.

**Termination**

This agreement may be terminated by either party prior to the intended date of termination by written notice. If any action is taken to terminate, in whole or in part, CDFA's primary grant agreement with the Ecology Center, or the Ecology Center's contract with City of Redlands (market or "firm"), this MOU is no longer valid as City of Redlands (market or "firm") is no longer authorized to participate in CDFA's GusNIP grant.

| | |
|---|---|
| Firm: City of Redlands | |
| Name: Mayor Eddie Tejeda | |
| Phone: 909-798-7533 | |
| Authorized Signature: | Date: |

The Ecology Center:

| | |
|---|---|
| Name: | |
| Authorized Signature: | Date: |

California Department of Food and Agriculture (federal GusNIP grantee):

| | |
|---|---|
| Name: | |
| Authorized Signature: | Date: |

**City Council/Successor Agency Meeting** **G. 14.**

**DATE:** 02/07/2023

**TO:** Honorable Mayor and City Council Members

**SUBJECT:** Approve a First Amendment to the Public Works Contract with Armstrong Cal Builders, Inc. for the Joslyn Senior Center Renovation Project No. FCS10252021ER to extend the time for completion by one hundred fifty (150) calendar days and determine that the project is categorically exempt from environmental review pursuant to Section 15061 of the State's guidelines implementing the California Environmental Quality Act (Assistant City Manager Boatman)

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## MOTION(S):

If the City Council determines that staff's recommendation is appropriate, the following motions are provided:

1. I move to determine that the approval of the agreement is exempt from an environmental review pursuant to Section 15061 of the State's CEQA guidelines; and

2. I move to approve the First Amendment to the Public Works Contract with Armstrong Cal Builders, Inc. for the Joslyn Senior Center Renovation Project to extend the time for completion by one hundred fifty (150) calendar days.

## RECOMMENDATION:

Staff recommends City Council approve the First Amendment to the Public Works Contract with Armstrong Cal Builders, Inc. for the Joslyn Senior Center Renovation Project No. FCS10252021ER to extend the time for completion by one hundred fifty (150) calendar days. Staff further recommends that the approval of the agreement is exempt from an environmental review pursuant to Section 15061 of the state's CEQA guidelines, pertaining to the common sense rule.

## DISCUSSION:

On October 4, 2022, City Council approved a Public Works Contract with Armstrong Cal Builders, Inc. to perform all the work and furnish all materials for the Joslyn Senior Center Renovation Project No. FCS10252021ER for an amount not-to-exceed $1,033,800. This project is funded by the County of San Bernardino's Community Development Block Grant Program (REDL-20-1-30A/0184) funding. The scope of the project consists of the construction of a commercial kitchen, renovation of existing restroom facilities, installation of a grease interceptor, minor site improvements, interior, and exterior ADA upgrades.

Armstrong Cal Builders, Inc. recently notified staff that the lead time for project materials is longer than anticipated and exceeds the contract completion deadline. Therefore, staff is recommending a contract amendment to increase the time for completion by one hundred fifty (150) calendar days, resulting in a revised contract time for project completion of two hundred forty (240) calendar days. This is the first contract revision proposed. Furthermore, the approval of the agreement is exempt from an environmental review pursuant to Section 15061 of the state's CEQA guidelines, pertaining to the common sense exemption.

## ALTERNATIVES:

City Council may deny this action. However, denying this action may result in the project not being completed and a loss or reduction of Community Development Block Grant Program (CDBG) funding in the future.

## STRATEGIC PLAN:

Not applicable.

## SUBMITTED BY:

Chris Boatman, Assistant City Manager

## RECOMMENDED BY:

Charles M. Duggan Jr., City Manager

## REVIEWED BY:

Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager

**PREPARED BY:**
Jawad Naderi, Associate Engineer

## Fiscal Impact

**Discussion:**

There is no impact on the General fund with approval of this first amendment. This project is funded by CDBG funds from the County of San Bernardino (REDL-20-1-30A/0184).

## Attachments

Armstrong Cal Builders First Amendment
Executed Contract (Reference only)

FIRST AMENDMENT TO PUBLIC WORKS CONSTRUCTION CONTRACT

This first amendment ("First Amendment") to the Public Works Construction Contract for the Joslyn Senior Center Renovation (Project No. FCS10252021ER) for the ("Contract"), dated October 4, 2022, by and between the City of Redlands, a municipal corporation and a general law city ("City"), and Armstrong Cal Builders, Inc., a California Corporation ("Contractor"), is made and entered into this 7th day of February 2023**.**

RECITALS

WHEREAS, it is the desire of the City and Contractor to amend their existing Contract, specifically to amend the time for completion of the contract to July 13, 2023.

NOW, THEREFORE, for good and valuable consideration in the receipt of which is hereby acknowledge City and Contractor agree as follows:

AGREEMENT

Section 1. Section 3 of the contract, entitled "Time for completion," is hereby amended to read as follows:

3 "TIME FOR COMPLETION: The Work shall be completed within two hundred forty (240) calendar days from and after the date of City's issuance of a Notice to Proceed to Contractor."

Section 2. All other provisions of the Agreement shall remain unchanged by this First Amendment and in effect.

Section 3. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

CITY OF REDLANDS

By: _____
Eddie Tejeda, Mayor

Armstrong Cal Builders, Inc.

By: _____
Shawn Salah, President

ATTEST:

_____
Jeanne Donaldson, City Clerk

# PUBLIC WORK CONSTRUCTION CONTRACT

This Public Work Construction contract ("Contract") is made and entered into this 4th day of October, 2022, by and between the City of Redlands, a municipal corporation, organized and existing under the laws of the State of California (hereinafter "City"), and Armstrong Cal Builders, Inc., a California corporation. (hereinafter "Contractor"). City and Contractor are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

In consideration of the mutual promises contained herein, City and Contractor agree as follows:

1. **SCOPE OF WORK:** Contractor shall furnish all materials and will perform all of the work for the following: Joslyn Senior Center Renovation , complete all items as required by the Contract Documents (as herein defined) and Specifications for City's Joslyn Senior Center Renovation , Project No. FCS10252021ER (the "Work").

2. **CONTRACT SUM:** City shall pay Contractor the sum of one million thirty-three thousand eight hundred dollars ($1,033,800.00) as consideration for its performance of the Work in accordance with the terms and conditions set forth in the Contract Documents. Pursuant to Public Contract Code Section 22300, Contractor has the option to deposit securities with an escrow agent as a substitute for retention of earnings required to be withheld by City pursuant to an escrow agreement as set forth in Public Contract Code section 22300.

3. **TIME FOR COMPLETION:** The Work shall be completed within ninety (90) calendar days from and after the date of City's issuance of a Notice to Proceed to Contractor.

4. **LIQUIDATED DAMAGES:** Contractor's failure to complete the Work within the time allowed will result in damages being sustained by City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. Accordingly, Contractor shall pay to City, or have withheld from monies due to Contractor, the sum of five hundred dollars ($500.00) for each consecutive calendar day in excess of the specified time for completion of the Work. Execution of this Contract shall constitute agreement by City and Contractor that five hundred dollars ($500.00) per day is the estimated damage to City caused by the failure of Contractor to complete the work within the allowed time. Such sum is liquidated damages and shall not be construed as a penalty, and may be deducted from payments due Contractor if such delay occurs.

5. **CONTRACT DOCUMENTS:** This Contract incorporates by reference the following: Notice Inviting Bids, Instructions to Bidders, Contractor's Proposal, Bid Bond, Agreement, Performance Bond, Labor and Material Bond, Plans, General Conditions, Special Provisions and Specifications, and any addenda thereto (collectively, the "Contract Documents").

6. **ATTORNEYS' FEES:** In the event any action is commenced to enforce or interpret the terms or conditions of this Contract, or the Contract Documents, the prevailing Party in such action, in addition to any costs and other relief, shall be entitled to recover its reasonable attorneys' fees, including fees for use of in-house counsel by a Party.

7. **RESOLUTION OF CONSTRUCTION CLAIMS:** Claims by Contractor in the amount of three hundred seventy-five thousand dollars ($375,000) or less shall be made by Contractor and processed by the City pursuant to the provisions of Part 3, Chapter 1, Article 1.5 of the Public Contract Code (commencing with Section 20104). All claims shall be in writing and include the documents necessary to substantiate the claim. Nothing in subdivision (a) of Public Contract Code

Section 20104.2 shall extend the time limit or supersede the notice requirements provided in this case from filing claims by Contractor.

8. **ELIGIBILITY OF CONTRACTOR/SUBCONTRACTOR:** Contractor and all of its subcontractors shall abide by California Public Contract Code, Section 6109, and California Labor Code Sections 1777.1 and/or 1777.7, and certify that they are not debarred and are eligible to work on this project.

9. **ASSIGNMENT OF AGREEMENT:** No assignment by a Party of any rights or interests under this Contract shall be binding on another Party without the written consent of the Party sought to be bound.

10. **SUCCESSORS AND ASSIGNS:** City and Contractor each binds itself and their respective successors and assigns in respect to all covenants, agreements, and obligations contained in the Contract Documents.

11. **SEVERABILITY:** Any provision or part of the Contract Documents held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon City and Contractor.

**IN WITNESS WHEREOF,** the Parties hereto have executed this Contract the day and year first written above.

CITY OF REDLANDS

**(SEAL)**

By: _____
Paul T. Barich, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

**(SEAL)**

ARMSTRONG CAL BUILDERS INC.
Name of Contractor

By: Shawn Salah
Signature of Authorized Agent

President/CEO
Title

_____
Signature of Authorized Agent (if necessary)

_____
Title

990992
Contractor's License No.

## WORKER'S COMPENSATION INSURANCE CERTIFICATION

Description of Contract: City of Redlands
Facilities and Community Services Department
Joslyn Senior Center Renovation Project
Project No. FCS10252021ER

Every employer, except the State, shall secure the payment of compensation in one or more of the following ways:

a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
b. By securing from the Director of Industrial Relations, a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

CHECK ONE

✓ I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work and activities required or permitted under this Agreement. (Labor Code §1861).

_____ I affirm that at all times, in performing the work and activities required or permitted under this Agreement, I shall not employ any person in any manner such that I become subject to the workers' compensation laws of California. However, at any time, if I employ any person such that I become subject to the workers' compensation laws of California, immediately I shall provide the City with a certificate of consent to self-insure, or a certification of workers' compensation insurance.

I certify under penalty of perjury under the laws of the State of California that the information and representations made in this certificate are true and correct.

Dated this 28th day of Septemeber, 2022.

Armstrong Cal Builders Inc.
(Contractor)
Shawn Salah
(Signature)
President/CEO
(Official Title)

(SEAL)

(Labor Code Section 1861 provides that the above certificate must be signed and filed by the Contractor with the Owner prior to performing the work of the contract.)

# ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange )

On 30 Sept. 2022 before me, Haidy Abosalama, A notary Public
(insert name and title of the officer)

personally appeared Shawn Salah,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ **(Seal)**

HAIDY ABOSALAMA
Notary Public - California
Orange County
Commission # 2270465
My Comm. Expires Dec 10, 2022

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

**Give Form to the requester. Do not send to the IRS.**

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
ARMSTRONG CAL BUILDERS INC.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

*(Applies to accounts maintained outside the U.S.)*

5 Address (number, street, and apt. or suite no.) See instructions.
3130 E Willow St

Requester's name and address (optional)

6 City, state, and ZIP code
Signal Hill, CA, 90755

7 List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**
| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | | – | | | – | | | | |

**or**

**Employer identification number**
| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| 4 | 6 | – | 1 | 7 | 7 | 3 | 3 | 7 | 5 |

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here** Signature of U.S. person ▶ _____ Date ▶ 9/30/22

# General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See* What is backup withholding, *later.*

Bond Number: GS10100001
Premium: $20,676.00
Premium is for the contract term and subject to adjustment based on the final contract price.
Bonds effective October 4, 2022

## FAITHFUL PERFORMANCE BOND

Whereas, the City of Redlands ("City"), State of California, and Armstrong Cal Builders Inc. (hereinafter designated as "Principal") have entered into an agreement dated October 4th, 2022 ("Agreement") whereby Principal agrees to install and complete certain public improvements (the "Work"), which said Agreement is identified as Joslyn Senior Center Renovation Project No. FCS10252021ER and is hereby referred to and made a part hereof; and

Whereas, said Principal is required under the terms of the Agreement to furnish a bond for the faithful performance of the Work, now, therefore, we, the Principal and, The Gray Casualty & Surety Company as Surety, are held and firmly bound unto the City in the penal sum of ~~one million three hundred thirty-three thousand eight hundred dollars~~ ($1,033,800.00) lawful money of the United States, for the payment of which sum we bind ourselves, and our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

*One Million Thirty-three thousand, eight hundred dollars ($1,033,800.00)*

The condition of this obligation is such that if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Agreement and any alteration thereof made as therein provided, on his or its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall faithfully fulfill the one-year guarantee of all materials and workmanship, and shall defend, indemnify and save harmless the City and its elected officials, officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligations, all to be taxed as costs and included in the judgment rendered.

As a condition precedent to the satisfactory completion of the Work, the above obligation shall hold good for a period of one (1) year or longer if required by the Agreement after the acceptance of the work by the City, during which time if the Principal shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage made evident during this period from the date of completion of the Work, and resulting from or caused by defective materials or faulty workmanship, the above obligation in penal sum thereof shall remain in full force and effect. The obligations of Surety hereunder shall continue so long as any obligation of the Principal remains.

Whenever the Principal shall be, and is declared by the City to be, in default under the Agreement, the City having performed the City obligations thereunder, the Surety shall promptly remedy the default, or shall promptly, at the City's option:

1. Complete the Work in accordance with its terms and conditions; or

2. Obtain a bid or bids for completing the Work in accordance with its terms and conditions, and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a contract between such bidder and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Work less the balance of the Agreement price, but not exceeding, including other costs and damages for which Surety may be liable hereunder, the amount set forth above. The term "balance of the Agreement price," as used in this paragraph, shall

mean the total amount payable to the Principal by the City under the Agreement and any modifications thereto, less the amount previously properly paid by the City to the Principal.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal.

Surety shall not utilize the Principal in completing the Work nor shall Surety accept a bid from the Principal for completion of the Work if the City, when declaring the Principal in default, notifies Surety of the City's objection to the Principal's further participation in the completion of the Work.

No right of action shall accrue on the bond to or for the use of any person or corporation other than the City named herein or the successors or assigns of the City. Any suit under this bond must be instituted within the applicable statute of limitations period.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or to the specifications.

No final settlement between the City and the Principal shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied.

The Principal and Surety agree that if the City is required to engage the services of any attorney in connection with the enforcement of this bond, each shall pay the City's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

In witness whereof, this instrument has been duly executed by the Principal and Surety above named, on September 29, 2022.

(SEAL)

Armstrong Cal Builders Inc.
(Contractor)

Shawn Salah
(Signature)

(Seal and Notarial Acknowledgment of Surety)

(SEAL)

The Gray Casualty & Surety Company
(Surety)

BY: Cynthia J. Young
Cynthia J. Young (Signature)
Attorney-In-Fact
Address: 1225 West Causeway Approach
Mandeville, LA 70471
Telephone ( 760) 218-0626

# ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange )

On Sept. 30. 2022 before me, Haidy Abosalama, A notary Public
(insert name and title of the officer)

personally appeared Shawn Salah,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ **(Seal)**

HAIDY ABOSALAMA
Notary Public - California
Orange County
Commission # 2270465
My Comm. Expires Dec 10, 2022

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

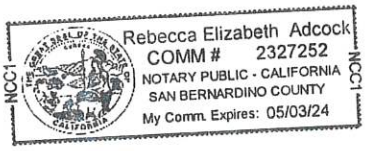
State of California

County of San Bernardino ) ss.

On SEP 2 9 2022 before me, Rebecca Elizabeth Adcock, Notary Public
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Cynthia J. Young
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.




I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

### OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

**Description of Attached Document**

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: _____

RT THUMBPRINT OF SIGNER
Top of thumb here

- ❒ Individual
- ❒ Corporate Officer
  Title _____
- ❒ Partner -- ❒ Limited ❒ General
- ❒ Attorney-in-Fact
- ❒ Trustee
- ❒ Guardian or Conservator

Other: _____

Signer is Representing:

_____

_____

No. 09002

STATE OF CALIFORNIA

# DEPARTMENT OF INSURANCE

SAN FRANCISCO

# Certificate of Authority

THIS IS TO CERTIFY, *That, pursuant to the Insurance Code of the State of California,*

***The Gray Casualty & Surety Company***

*of Louisiana, organized under the laws of Louisiana, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:*

**Surety**

*as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.*

THIS CERTIFICATE *is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.*

IN WITNESS WHEREOF, *effective as of the 14th day of March, 2012, I have hereunto set my hand and caused my official seal to be affixed this 14th day of March, 2012.*

Fee $3180.00

Rec. No.

Filed 8/8/2011

Dave Jones
*Insurance Commissioner*

*By*

*Susan J. Stapp*
*for Vesne Hope*
*Chief Deputy*

***Certification***

*I, the undersigned Insurance Commissioner of the State of California, do hereby certify that I have compared the above copy of Certificate of Authority with the duplicate of original now on file in my office, and that the same is a full, true, and correct transcript thereof, and of the whole of said duplicate, and said Certificate of Authority is now in full force and effect.*

IN WITNESS WHEREOF, *I have hereunto set my hand and caused my official seal to be affixed this 4th day of June, 2012.*

*Dave Jones*
*Insurance Commissioner*

*By* Pauline D'Andrea

*Pauline D'Andrea*

**THE GRAY INSURANCE COMPANY**
**THE GRAY CASUALTY & SURETY COMPANY**

## GENERAL POWER OF ATTORNEY

**Bond Number:** GS10100001 **Principal:** Armstrong Cal Builders, Inc.

**Project:** Joslyn Senior Center Renovation Project No. PCS10252021ER

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Jay Freeman, Christina Mountz, Cynthia J. Young, and Adriana Valenzuela of San Bernardino, California jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of $15,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 28th day of October, 2021.

THE GRAY INSURANCE COMPANY SEAL

By: Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske
President
The Gray Casualty & Surety Company

THE GRAY CASUALTY & SURETY COMPANY SEAL

State of Louisiana
ss:
Parish of Jefferson

On this 28th day of October, 2021, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.

Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 29th day of September , 2022 .

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company , do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 29th day of September , 2022 .

THE GRAY INSURANCE COMPANY SEAL

THE GRAY CASUALTY & SURETY COMPANY SEAL

Bond Number: GS10100001
Premium included in charge for Performance Bond
Bonds effective October 4, 2022

# LABOR AND MATERIAL BOND

Whereas, the City Council of the City of Redlands, State of California, and Armstrong Cal Builders Inc. (hereinafter designated as "Principal") have entered into an agreement (the "Agreement") whereby Principal agrees to install and complete certain designated public improvements (the "Work"), which said agreement, dated October 4th, 2022, and identified as Joslyn Senior Center Renovation Project No. FCS10252021ER is hereby referred to and made a part hereof; and

Whereas, under the terms of the Agreement, Principal is required before commending the performance of the Work, to file a good and sufficient Labor and Material bond with the City of Redlands to secure the claims to which reference is made in Title 3 (commencing with Section 9550) of Part 6 of Division 4 of the Civil Code of the State of California.

Now, therefore, said Principal and the undersigned as corporate surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, material men and other persons employed in the performance of the Agreement and referred to in the aforesaid Code of Civil Procedure in the sum of one million three hundred thirty-three thousand eight hundred dollars ($1,033,800.00) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall insure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 3 (commencing with Section 9550) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition.

In witness whereof, this instrument has been duly executed by the Principal and surety above named, on September 29, 2022.

(SEAL)

Armstrong Cal Builders Inc.
(Contractor)

Shawn Salah
(Signature)

(Seal and Notarial Acknowledgement of Surety)

(SEAL)

The Gray Casualty & Surety Company
(Surety)

BY: Cynthia J. Young
(Signature) Cynthia J. Young
Attorney-In-Fact

Address: 1225 West Causeway Approach
Mandeville, LA 70471

Telephone: ( 760 ) 218-0626

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange )

On 30 Sept. 2022 before me, Haidy Abosalama, A notary Public
(insert name and title of the officer)

personally appeared Shawn Salah,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ **(Seal)**

HAIDY ABOSALAMA
Notary Public - California
Orange County
Commission # 2270465
My Comm. Expires Dec 10, 2022

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

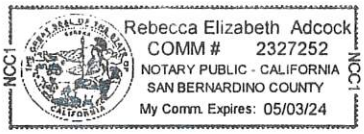
State of California

County of San Bernardino ) ss.

On SEP 2 9 2022 before me, Rebecca Elizabeth Adcock, Notary Public
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Cynthia J. Young
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.




I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

### OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

**Description of Attached Document**

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: _____

RT THUMBPRINT OF SIGNER
Top of thumb here

- ❒ Individual
- ❒ Corporate Officer
  Title _____
- ❒ Partner -- ❒ Limited ❒ General
- ❒ Attorney-in-Fact
- ❒ Trustee
- ❒ Guardian or Conservator

Other: _____

Signer is Representing:

_____

_____

No. 09002

STATE OF CALIFORNIA

# DEPARTMENT OF INSURANCE

SAN FRANCISCO

# Certificate of Authority

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*of Louisiana, organized under the laws of Louisiana, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:*

**Surety**

*as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.*

THIS CERTIFICATE *is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.*

IN WITNESS WHEREOF, *effective as of the 14th day of March, 2012, I have hereunto set my hand and caused my official seal to be affixed this 14th day of March, 2012.*

Fee $3180.00

Rec. No.

Filed 8/8/2011

Dave Jones
*Insurance Commissioner*

*By*

*Susan J. Stapp*
*for Nettie Hoge*
*Chief Deputy*

***Certification***

*I, the undersigned Insurance Commissioner of the State of California, do hereby certify that I have compared the above copy of Certificate of Authority with the duplicate of original now on file in my office, and that the same is a full, true, and correct transcript thereof, and of the whole of said duplicate, and said Certificate of Authority is now in full force and effect.*

IN WITNESS WHEREOF, *I have hereunto set my hand and caused my official seal to be affixed this 4th day of June, 2012.*

*Dave Jones*
*Insurance Commissioner*

*By* Pauline D'Andrea

*Pauline D'Andrea*

**THE GRAY INSURANCE COMPANY**
**THE GRAY CASUALTY & SURETY COMPANY**

## GENERAL POWER OF ATTORNEY

**Bond Number:** GS10100001 **Principal:** Armstrong Cal Builders, Inc.

**Project:** Joslyn Senior Center Renovation Project No. PCS10252021ER

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Jay Freeman, Christina Mountz, Cynthia J. Young, and Adriana Valenzuela of San Bernardino, California jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of $15,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 28th day of October, 2021.

THE GRAY INSURANCE COMPANY SEAL

By: Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske
President
The Gray Casualty & Surety Company

THE GRAY CASUALTY & SURETY COMPANY SEAL

State of Louisiana
ss:
Parish of Jefferson

On this 28th day of October, 2021, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.

Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 29th day of September , 2022 .

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company , do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 29th day of September , 2022 .

THE GRAY INSURANCE COMPANY SEAL

THE GRAY CASUALTY & SURETY COMPANY SEAL

Prince Financial and Insurance Services
444 W. Ocean Blvd., Suite 1102
Long Beach, CA 90802

CITY OF REDLANDS
35 CAJON ST. SUITE 15A
REDLANDS, CA 92374

We are providing you with a Certificate of Insurance confirming our client's coverage.

Want to get certificates of insurance faster? Go green by receiving digital copies of certificates via email in the future. Or, do you no longer require a certificate of insurance for our client? Please contact us at certs@princefinancial.net and provide the following information for processing:

1. Confirmation that a certificate of insurance is no longer required; or
2. E-mail address to send future certificates of insurance in lieu of U.S. Mail Delivery
3. Insured code found in the **Insured Section** on the enclosed certificate. An example of this is xxxxxx-01
4. This Certificate Number: **0100196860-0**

PFIS does not share your e-mail as detailed in our privacy policy found on our website at https://www.princefinancial.net

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/29/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER | CONTACT NAME: Fayez Kabour | |
|---|---|---|
| Prince Financial and Insurance Services | PHONE (A/C, No, Ext): (562) 473-4444 x 230 | FAX (A/C, No): (855) 484-2020 |
| 444 W. Ocean Blvd | E-MAIL ADDRESS: FKABOUR@PrinceFinancial.net | |
| Suite 1102 | INSURER(S) AFFORDING COVERAGE | NAIC # |
| Long Beach CA 90802 | INSURER A : KINSALE INS CO | 38920 |
| **INSURED** | INSURER B : INFINITY SELECT INS CO | 20260 |
| Armstrong Cal Builders | INSURER C : MIDWEST EMPLOYERS CASUALTY CO | 0098 |
| 3130 E. Willow St | INSURER D : | |
| | INSURER E : | |
| Signal Hill CA 90755-2308 | INSURER F : | |

**COVERAGES** **CERTIFICATE NUMBER:** 0100196860-0 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | [X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [X] PRO-JECT [ ] LOC<br>[ ] OTHER: | X | X | 0100196860-0 | 06/30/2022 | 06/30/2023 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 100,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| B | AUTOMOBILE LIABILITY<br>[ ] ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY | X | X | 504-61017-6267-001 | 06/28/2022 | 06/28/2023 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| A | [ ] UMBRELLA LIAB [X] OCCUR<br>[X] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [ ] RETENTION $ | | | 0100209238-0 | 10/03/2022 | 06/30/2023 | EACH OCCURRENCE<br>AGGREGATE | $ 5,000,000<br>$ 5,000,000 |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ]<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | X | BNUWC0157339 | 06/28/2022 | 06/28/2023 | PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project ACB-100: Joslyn Senior Center Project

All Certificate Holder privileges apply only if required by written agreement between the Certificate Holder and the Insured, and are subject to policy terms and conditions.

**CERTIFICATE HOLDER**

City of Redlands
35 Cajon St
Suite 15A
Redlands CA 92374

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

# CITY OF REDLANDS

## BUSINESS TAX CERTIFICATE

**2023**

TO BE POSTED IN A CONSPICUOUS PLACE
AND
NOT TRANSFERABLE OR ASSIGNABLE

*"For Services Provided in the City of Redlands, California Only"*

| | | | |
|---|---|---|---|
| **Business Name** | ARMSTRONG CAL BUILDERS INC | | |
| **Business Location** | 3130 E Willow St<br>Signal Hill, Ca 90755-2308 | **Business Type** | Contractor- General |
| **Business Owner(s)** | ARMSTRONG CAL BUILDERS INC | **Description** | GENERAL CONTRACTOR |

ARMSTRONG CAL BUILDERS INC
3130 E WILLOW ST
SIGNAL HILL, CA 90755-2308

| | |
|---|---|
| **Certificate Number:** | 08132769 |
| **Effective Date** | October 03, 2022 |
| **Expiration Date** | June 30, 2023 |

**THIS BUSINESS TAX CERTIFICATE DOES NOT PERMIT A BUSINESS THAT IS OTHERWISE PROHIBITED.**

For all inquiries regarding this license, contact HdL Business Tax Support Center at (909) 479-2111.

ARMSTRONG CAL BUILDERS INC:

Thank you for your payment on your City of Redlands Business Tax Certificate. **ALL CERTIFICATES MUST BE AVAILABLE FOR INSPECTION UPON REQUEST.** If you have questions concerning your business tax certificate, contact the Business Tax Support Center via email at: Redlands@hdlgov.com or by telephone at: (909) 479-2111.

Keep this portion for your tax certificate separate in case you need a replacement for any lost, stolen, or destroyed tax certificate. A fee may be charged for a replacement or duplicate tax certificate.

This certificate does not entitle the holder to conduct business before complying with all requirements of Redlands Municipal code and other applicable laws, nor to conduct business in a zone where conducting such business violates law.

If you have a fixed place of business within the city limits of City of Redlands, please display the Business Tax certificate above in a conspicuous place at the premises. Otherwise, every Business Tax Certificate holder not having a fixed place of business in the City shall keep the Business Tax Certificate upon his or her person, or affixed in plain view upon any cart, vehicle, van or other movable structure or device at all times if required by the Collector.

Starting January 1, 2021, Assembly Bill 1607 requires the prevention of gender-based discrimination of business establishments. A full notice is available in English or other languages by going to: https://www.dca.ca.gov/publications/.

BUSINESS SUPPORT CENTER
8839 N CEDAR AVE #212
FRESNO, CA 93720-1832

## City of Redlands
**BUSINESS TAX CERTIFICATE**

ARMSTRONG CAL BUILDERS INC
3130 E WILLOW ST
SIGNAL HILL, CA 90755-2308

| | |
|---|---|
| **Certificate Number:** | **08132769** |
| **Date of Issue:** | **10/03/2022** |

**City Council/Successor Agency Meeting** **G. 15.**

**DATE:** 02/07/2023

**TO:** Honorable Mayor and City Council Members

**SUBJECT:** Receive and file the Annual Report of the Citrus Preservation Commission by Chairman Michael Day (Assistant City Manager Boatman)

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## MOTION:

If the City Council agrees with the staff's recommendation, the following motion is provided:

I move that the City Council receive and file the attached letter regarding the annual report of the Citrus Preservation Commission.

## RECOMMENDATION:

Staff recommends that the City Council receive and file the attached letter regarding the annual report of the Citrus Preservation Commission pursuant to the Redlands Municipal Code Section 2.64.050.

## DISCUSSION:

In accordance with Section 2.64.050 of the Redlands Municipal Code, the Citrus Preservation Commissions shall conduct an annual report to the City Council. As such, Chairman Michael Day of the Citrus Preservation Commission has provided a written annual report. The letter is attached for the City Council's reference.

## SUBMITTED BY:

Micheal Day, Chairman of the Citrus Preservation Commission

## Attachments

Letter

Day Family Farms
From our farm to your kitchen.

11650 Sand Canyon Road
Redlands, CA
92374
info@dayfamilyfarms.com

January 25, 2023

City of Redlands City Council
Attn: Tricia Swope
35 Cajon Street, Suite 222
Redlands, CA 92373

Re: 2022/2023 Citrus Preservation Commission Year in Review

Dear Members of the City Council and Staff,

Thank you again for the opportunity to assist the City with the preservation of the City-owned groves.

As of my last update in May of 2022 the previous year turned out to be a break even, which is pretty good in these uncertain times. A subcommittee was formed to vet out a process to help smaller farmers with their groves. Ultimately, after almost a year of discussions, we arrived at a point where we reached out to San Bernardino County Farm Bureau (SBFB) and Master Gardner's to offer suggestions to these small growers. We are going to be working with these groups for future public outreach meetings where we hope to help the residents solve day to day farming issues and educate them on the importance of treating for ACP. Aside from our task at hand of focusing on the City owned groves we feel as a collective group that we don't want to lose these smaller private groves as they are critical components to the fabric of our town.

We are still early in the harvest season. At this point in the year not much as occurred other than day-to-day farming tasks, and about 85% of the Navel groves have been picked with an 85% to 90% pack out. The other varieties are still to be picked throughout the remainder of the year. Both our farming consultant and packing house have predicted a good year for Citrus, and we are all very excited to see the results later in the year.

Just as with the previous updates, the citrus industry in our valley and "district" continues to be faced with enormous challenges. We continue to face water issues, ACP and HLB issues, labor and farming cost increases and fruit size/commodity values.

The Commissions Highlights:

- The Commission continues to work with City Staff to update the revenue and expenditure figures for each of the groves.
- City Staff has done a fantastic job taking on the day-to-day farming tasks. The field positions are now full with a three-person crew. The folks in the field are doing a great job. Our Farming Consultant, John Gless, continues to be a great resource and is a wealth of knowledge. Along with this team, Larry Jacinto Farming is still helping the City with larger farming tasks. We are glad we have three full time employees but one extra person on the City Farming Staff will help tremendously. As in years past there is no guarantee that we will have third party outsourced help going forward. We need to be ready when that day comes.
- We will be coming to you to finalize the replanting project of the Lugonia Grove in February. We have worked with Staff and Fire on a solution to use a small portion of this grove for a much-needed new fire station. With the replanting of the Lugonia grove and the addition of a new fire station, it will be a showpiece along Highway 38. More importantly, within a few years this new grove should be profitable, thus helping the fund stay solvent.
- We continue to focus on a public outreach program to help educate the citizens on the importance of ACP treatment and the effects of HLB. City staff has added a link on the Citrus Commission's webpage to the Master Gardner's and SBFB to assist smaller growers to help them preserve their groves.

Thank you again for the opportunity to assist the city. I am available to meet in person or by phone to answer any questions.

Sincerely,



Michael Day
Day Family Farms
909-556-6276

**City Council/Successor Agency Meeting** **H. 1.**

**DATE:** 02/07/2023

**TO:** Honorable Mayor and City Council Members

**SUBJECT:** Conference Report- 2023 New Mayors and Council Members Academy (Council Member Saucedo)

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**DISCUSSION:**

For this evening's City Council Meeting, Council Member Saucedo will provide a report relating to his attendance at the Conference Report- 2023 New Mayors and Council Members Academy held February 1-3, in Universal City, California.

---

**City Council/Successor Agency Meeting** **H. 2.**

**DATE:** 02/07/2023

**TO:** Honorable Mayor and City Council Members

**SUBJECT:** Annual Report of the Airport Advisory Board by Chair Deborah Forthun and Vice Chair Jason Golembeski (Assistant City Manager Chris Boatman)

---

**DISCUSSION:**

For this evening's City Council Meeting, Chair Deborah Forthun and Vice Chair Jason Golembeski will be presenting the Airport Advisory Board's Annual Report.

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**City Council/Successor Agency Meeting** **H. 3.**

**DATE:** 02/07/2023

**TO:** Honorable Mayor and City Council Members

**SUBJECT:** Presentation and submittal of a Letter of Intent, by Monique Arellano of SBCTA, regarding the San Bernardino Regional Housing Trust (Assistant City Manager Boatman)

---

## MOTION(S):

If the City Council determines the request is appropriate, the following motion is provided:

I move that the City Council authorize the submittal of the letter of intent to participate in the San Bernardino Regional Housing Trust to be established by the San Bernardino Council of Governments.

## RECOMMENDATION:

If the City Council determines that the request is appropriate, submission of the letter of intent to participate in San Bernardino Regional Housing Trust to be established by the San Bernardino Council of Governments is recommended.

## DISCUSSION:

Monique Arellano, Council of Governments and Equity Programs Manager, with the San Bernardino Council of Governments will deliver a presentation on the San Bernardino Regional Housing Trust (SBRHT). The SBRHT will be established by the San Bernardino Council of Governments and intends to provide significant funding and affordable housing development interests in the San Bernardino region. The presentation will provide an overview of SBRHT's goals and visions. In addition, the attached letter of intent is not a commitment, it is only being provided to identify interest in the participation and further the planning for the establishment of the SBRHT. Final commitment to join the SBRHT will be brought back to the City Council at a later date for consideration.

**ALTERNATIVES:**

City Council may decide not to submit the letter of intent for the SBRHT.

**STRATEGIC PLAN:**

N/A

**SUBMITTED BY:**
Chris Boatman, Assistant City Manager

**RECOMMENDED BY:**
Charles M. Duggan Jr., City Manager

**REVIEWED BY:**
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director

**PREPARED BY:**
Tabitha Kevari, Assistant Director

---

**Fiscal Impact**

| | |
|---|---|
| **Fiscal Year:** | FY 2022-24 |
| **Revenue Generating:** | N |
| **Appropriation Required Y/N:** | N |
| **Budgeted Y/N:** | N |

**Discussion:**

No fiscal impact will occur with the submission of the letter of intent for participation in the SBRHT.

---

**Attachments**

SBRHT Letter of Intent

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City of
REDLANDS
35 Cajon Street, Redlands, CA 92373
909-798-7533
etejeda@cityofredlands.org

EDDIE TEJEDA
Mayor

PAUL T. BARICH
Mayor Pro Tempore

DENISE DAVIS
Council Member

JENNA GUZMAN-LOWERY
Council Member

MARIO SAUCEDO
Council Member

February 21, 2023

Raymond Wolfe, Executive Director
San Bernardino Council of Governments
1170 W. Third Street, 2nd Floor
San Bernardino, CA 92410

RE: INTEREST IN PARTICIPATING IN SAN BERNARDINO REGIONAL HOUSING TRUST

Dear Mr. Wolfe,

The City of Redlands is interested in participating in the San Bernardino Council of Governments' (SBCOG) San Bernardino Regional Housing Trust (SBRHT). Through the SBRHT, the City of Redlands intends to further the SBRHT's goal to attract significant funding and affordable housing development interest into the San Bernardino region.

The City of Redlands anticipates that SBCTA/SBCOG will administer SBRHT and that each participating party shall make annual contributions toward the budgeted administrative costs of SBRHT. In return, SBRHT will provide services and support to the region and its parties to carry out the purpose of SBRHT.

This letter of interest is not a commitment, and we are providing this letter only to further the planning for the establishment of the SBRHT. Final commitment to join the SBHRT will be subject to Redlands City Council approval, funding availability, and other factors.

Should you have any questions regarding the City of Redlands's interest, please contact Chris Boatman, Assistant City Manager at cboatman@cityofredlands.org or at 909.798.7655.

Sincerely,

Eddie Tejeda
Mayor

**City Council/Successor Agency Meeting** **I. 1.**

**DATE:** 02/07/2023

**TO:** Honorable Mayor and City Council Members

**SUBJECT:** Consideration and possible action for the 2023-2024 Community Development Block Grant Program Year and authorization for submittal of the 2023-2024 Cooperating City Recommended Projects Form to the County of San Bernardino Community and Housing Division (Development Services Director Desatnik)

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## MOTION(S):

If the City Council determines that the staff's recommendation is appropriate, the following motion is provided:

I move to direct staff to prepare the 2023-2024 Community Development Block Grant Program Cooperating City Recommended Projects Form using the recommendation in this report and submit it to the County of San Bernardino Community Development and Housing Division prior to the February 24, 2023, deadline.

## RECOMMENDATION:

Staff recommends the City Council approve the following funding requests for the projects listed below based on an evaluation and analysis of all the applications submitted, received and deemed eligible for the 2023-2024 Community Development Block Grant (CDBG) Program Year beginning on July 1, 2023:

| No. | Provider | Project/Program | Amount |
|---|---|---|---|
| 1 | Redlands: Joslyn Senior Center Rehabilitation Project | Additional ADA Improvements | $289,210 |
| 2 | Family Service Association/Redlands | Housing and Food | $ 8,506 |
| 3 | Boys & Girls Club of Greater Redlands | Family Strengthening | $ 8,506 |
| 4 | YMCA of the East Valley | Legal Aid | $ 8,506 |
| 5 | Steps 4 Life | Transitional Supportive Housing | $ 8,506 |
| 6 | Partners Against Violence | Supportive Services/Victims of Violence | $ 8,506 |
| 7 | The Blessing Center | Transitional Housing | $ 8,506 |

**DISCUSSION:**

The County of San Bernardino (County) released the annual CDBG Notice of Funds Availability (NOFA) to the public on Wednesday, October 19, 2022, for the 2023-24 CDBG Program Year, beginning July 1, 2023. The NOFA solicits applications from eligible non-profit public service agencies (PSA's) as well as applications for other CDBG activities such as capital improvement projects (CIP's) for funding consideration by the City Council.

The County establishes each participating city's annual allocation based on the most current U.S. Census statistics for poverty, overcrowded housing conditions and population. The estimated allocation for Redlands for Fiscal Year (FY) 2023-2024 is $340,246, which represents no change from the FY 2022-2023 final award of $340,246. Each year this allocation is an estimate and subject to change dependent upon federal appropriations and the final allocation to the County's CDBG Program from the Department of Housing and Urban Development (HUD).

A maximum cap of 15%, or $51,037, of the City's overall CDBG allocation of $340,246 is available to fund eligible PSA's in FY 2023-2024. The City Council can elect to award all, some or none of the maximum available funds to qualify for PSA's program each year. The remainder of the allocation, amounting to $289,209, is available to fund eligible city Capital Improvement Projects (CIP's). The County limits the number of total allowable projects that Redlands can fund each year to a maximum of nine (9). Of which, only two (2) can be CIP's with a minimum award of $75,000 per project. While there is no minimum award for PSA projects, administration of a CDBG project, which is the responsibility of City staff, can be very time-intensive. For this reason, the City Council previously adopted a policy for a minimum award of $7,500.

The City's FY 2023-2024 final funding recommendations will be included in the FY 2023-2024 Annual Action Plan prepared by the County and presented to the County Board of Supervisors during a public hearing to be held in April 2023. Once approved, the FY 2023-2024 Annual Action Plan will be submitted by the County to HUD prior to the May 15, 2023, deadline. Once the County's 2023-2024 Annual Action Plan is approved by HUD, the City will be notified of the award, at which time a staff report and resolution will be presented on a future City Council date for proposed acceptance of the grant award and approval of the resolution. The approved 2023-2024 CDBG Funding would then become available to awardees on July 1, 2023 (Attachment A).

In response to this year's NOFA, the City received a total of six (6) eligible PSA applications totaling $99,000 in funding requests. A listing of all the applications received and a brief description of the proposed CDBG CIP eligible projects is attached to this report (Attachment B). The PSA cap set by HUD is limited to a maximum of 15% of the total allocation to the City, which provides for a very limited amount of funding available for eligible PSA projects. Staff is recommending funding all six (6) PSA funding requests at $8,506 each. A comprehensive evaluation and analysis was completed for all PSA applications received. The six (6) PSA's recommended for funding have a history of providing services to the residents of the City and are consistent with previous Council CDBG funding priorities. Five (5) of the six (6) recommended PSA's have demonstrated the ability to successfully meet project objectives and perform the administrative obligations of the CDBG program. The Blessing Center is a new applicant to the CDBG program and is recommended for approval. The completeness and accuracy of the applications were also taken into consideration in developing the funding recommendations.

One CIP project was submitted and deemed eligible, which is the continued rehabilitation of the Joslyn Senior Center to include improvements to the customer service counter and computer lab. It is recommended this project be funded in the amount of $289,210. This project will address compliance with the Americans with Disabilities Act requirements.

## ALTERNATIVES:

The City Council may elect not to approve the funding recommendations and provide alternative funding recommendations within the funding thresholds described in this report. However, electing not to submit the 2023-2024 Cooperating City Recommended Projects Form to the County by the February 24, 2023 deadline may result in a loss of the CDBG funding for FY 2023-2024 and could result in a reduction of or loss of funding in future years.

**STRATEGIC PLAN:**

Not applicable.

**SUBMITTED BY:**
Brian Desatnik, Development Services Director

**RECOMMENDED BY:**
Charles M. Duggan Jr., City Manager

**REVIEWED BY:**
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director
Chris Boatman, Assistant City Manager

**PREPARED BY:**
Tricia Munoz, Management Analyst

---

## Fiscal Impact

**Fiscal Year:**
**Revenue Generating:**
**Appropriation Required Y/N:**
**Amount:**
**Budgeted Y/N:**
**Account No.:**
**Discussion:**
There is no impact to the General Fund by approving this item.

---

## Attachments

FY 2023-24 CDBG Funding Form
FY 2023-24 CDBG Eligible Applications_Attachment B

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**COUNTY OF SAN BERNARDINO**
**Community Development and Housing Department**

Attachment "A"

**2023-2024 Community Development Block Grant (CDBG) Program**
**Cooperating City Recommended Projects Form**

**City [1]:** City of Redlands **City Council Hearing Date [2]:** Feburary 7, 2023

**City's 2023-2024 Allocation (3):** $ 340,246 **Public Service Limit (15%) [4]:** $ 51,037 **Available Unprogrammed Funds From Prior Years [5]:** $0.00

| CDH Application Log # (6) | Project Title {* indicates project required a "General Fund Guarantee"} (7) | Public Service *YIN* (8) | Applicant's Requested Amount [9] | City's 2023-2024 Recommended Allocation Amount (10) | Available Unprogrammed Funds to Commit to Activity (11) | Public Service Amount (12) | Activity Total (13) |
|---|---|---|---|---|---|---|---|
| REDL23CN-016 | Redlands: Joslyn Senior Center Rehabilitation Project | N | $ 350,000 | $ 289,210 | | | $ 289,210 |
| REDL23PS-021 | Redlands: Housing & Food Program - FSA of Redlands | Y | $ 20,000 | $ 8,506 | | $ 8,506 | $ 8,506 |
| REDL23PS-028 | Redlands: Boys & Girls Club - Family Strenghening Program | Y | $ 20,000 | $ 8,506 | | $ 8,506 | $ 8,506 |
| REDL23PS-039 | Redlands: YMCA of the East Valley - Legal Services | Y | $ 12,000 | $ 8,506 | | $ 8,506 | $ 8,506 |
| REDL23PS-040 | Redlands: Steps 4 Life - Transitional Supportive Housing | Y | $ 15,000 | $ 8,506 | | $ 8,506 | $ 8,506 |
| REDL23PS-048 | Redlands: Supportive Services for Victims of Violence - Partners Against Violence | Y | $ 20,000 | $ 8,506 | | $ 8,506 | $ 8,506 |
| REDL23PS-062 | Redlands: Transitional Housing - Blessing Center | Y | $ 12,000 | $ 8,506 | | $ 8,506 | $ 8,506 |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | **Totals [14]** | **$ 449,000** | **$ 340,246.00** | **$ -** | **$ 51,036.00** | **$ 340,246.00** |

**Public Service Calculation [15]:**

**Public Service Limit:** $ 51,037 **Less Total Public Service Activity Amount:** $ 51,036.00 **Amount Available to Program to Public Service Activities:** $ 1

**Remaining Balance of Unprogrammed Funds [16]:** $ -

**Authorized City Representative [17]:** Tricia Munoz, Management Analyst
**Signature** **Date [18]**

**General Fund Guarantee Certification [19]**

For Third-Party capital improvement activities, the City understands that reimbursements received from the County for which no measurable outcome is achieved may subsequently be required to be repaid by the City (using non-federal funds) to County. Measurable outcomes are defined as providing benefits to low- to moderate-income individuals, families, organizations, and communities and are derived from the project or program.

☐ YES *The City agrees to enter into a "General Fund Guarantee" in order for the County to recommend activity funding.*

San Bernardino County
Department of Community Development and Housing
2023-24 CDBG Project Proposals

| Location | Applicant | Application # | Project Title | Amount Requested | Comments | Eligible: Yes/NO |
|---|---|---|---|---|---|---|
| Redlands | Chris Boatman, Facilities and Community Services Director<br>35 Cajon Street, Suite 20<br>Redlands, CA 92373<br>cboatman@cityofredlands.org<br>909-798-7624 | REDL23CN-016 | Redlands: Joslyn Senior Center Rehabilitation Project | $350,000.00 | Additional Funding for Eligible Construction Project - The Joslyn Senior Center Rehabilitation Project. Approximately 18,000 seniors citizens will benefit from these improvements. The Joslyn Senior Center is owned by the City. Compliance to the Davis-Bacon Federal Wage Rates and other related Acts including Section 3 may increase the cost of construction by as much as 20%. | Yes |
| Redlands | Kyra Stewart, Executive Director<br>612 Lawton Street<br>Redlands, CA 92374<br>kyra@redlandsfamilyservice.org<br>909-793-2373 | REDL23PS-021 | Redlands: Housing and Food Program - FSA of Redlands | $20,000.00 | Expanding Eligible Public Service - Family Service Association of Redlands, under contract with the City of Redlands, will provide case management services; emergency food and rental assistance to approximately 152 low-and moderate-income households through their outreach office in Redlands to City of Redlands and the surrounding area. Public Services are limited to low-and moderate-income households and require monthly documentation that at least 51% of the households served qualify as low-and moderate-income. This activity was funded in previous years (less than 12 months) and is a continuing activity. Therefore, a quantifiable increase in the level of service or a new additional service is required in order to continue to be eligible for CDBG funding. | Yes |
| Redlands | Savannah Mlot, Director of Resource Development<br>Boys & Girls Club of Greater Redlands - Riverside<br>1251 Clay St.<br>Redlands, CA, 92374<br>909-798-4599 | REDL23PS-028 | Redlands: Boys and Girls Club - Family Strengthening Program | $20,000.00 | Eligible Public Service - The City of Redlands will contract with Boys and Girls Club of Redlands-Riverside to provide a Family Strengthening Program called which primailry provides bags of groceries for approximately 100 to 200 persons from low-and-moderate-income households in the City of Redlands and surrounding area. Public Services are limited to low-and moderate-income households and require monthly documentation that at least 51% of the households served qualify as low-and moderate-income. | Yes |
| Redlands | Darwin Barnett, Chief Executive Officer<br>YMCA of the East Valley<br>500 E. Citrus Avenue<br>Redlands, CA 92373<br>dbarnett@ymcaeastvalley.org<br>909-798-9622 ext. 7107 | REDL23PS-039 | Redlands: YMCA of the East Valley - Legal Services | $12,000.00 | Expanding Eligible Public Service - The YMCA of the East Valley, under contract with The City of Redlands, will provide legal services to approximately 807 low-and moderate-income households in the City of Redlands and surrounding area. Public Services are limited to low-and moderate-income households and require monthly documentation that at least 51% of the households served qualify as low-and moderate-income. This activity was funded in previous years (less than 12 months) and is a continuing activity. Therefore, a quantifiable increase in the level of service or a new additional service is required in order to continue to be eligible for CDBG funding. This activity was funded in previous years (less than 12 months) and is a continuing activity. | Yes |

San Bernardino County
Department of Community Development and Housing
2023-24 CDBG Project Proposals

| Location | Applicant | Application # | Project Title | Amount Requested | Comments | Eligible: Yes/NO |
|---|---|---|---|---|---|---|
| Redlands | Cynthia McGuigan, Executive Director<br>Steps 4 Life Community Services<br>P.O. Box 1790<br>Loma Linda, CA 92354<br>cmcguigan@steps4lifecommunityservices.org<br>909-800-9970 | REDL23PS-040 | Redlands: Steps 4 Life -Transitional Supportive Housing | $15,000.00 | Public Service- This project is an eligible public service to assists persons who are low to moderate income, including people who are homeless with educational, job training and various services to help people get back on their feet. The non-profit will need to provide completed direct benefit for each person receiving services in order to demonstrate that the program is benefiting persons who are low to moderate income. | Yes |
| Redlands | Michelle Cates, Executive Director<br>Partners Against Violence<br>444 N. Arrowhead Ave, Ste. 101<br>San Bernardino, CA 92401<br>michelle.c@partnersav.org<br>909-885-8884 | REDL23PS-048 | Redlands: Supportive Services for Victims of Violence - Partners Against Violence | $20,000.00 | Expanding Eligible Public Service - Partners Against Violence (PAV), under contract with the City of Redlands, will provide crisis intervention and community prevention education services to 101 unduplicated persons who may be victims of abuse or domestic violence within the City of Redlands and the surrounding area. Public Services are limited to low-and moderate-income persons and require monthly documentation that at least 51% of the persons served qualify as low-and moderate-income. Battered and abused spouses are a presumed 51% low-to moderate-income population. However, documentation is still required. Also, a quantifiable increase in the level of service or a new additional service is required in order to continue to be eligible for CDBG funding. This activity was funded in previous years (less than 12 months) and is a continuing activity | Yes |
| Redlands | Ariana Avila, Sr. Funding and Project Coordinator<br>The Blessing Center, Inc.<br>P.O. Box 8157<br>Redlands, CA 92375<br>acont007@gmail.com | REDL23PS-062 | Redlands-Transitional Housing-Blessing Center | $12,000.00 | Public Service- This project is an eligible public service to assists persons who are low to moderate income, including women and children who are homeless. The Blessing Center's Transformative Houses of Hope Program's priority is to provide shelter to homeless and at-risk children and their mothers (McKinney Vento Act); 2) Sub-activities of this program include individual and group counseling for women, counseling for children, mentoring, case management, therapy sessions, parenting skills classes, after school on-line tutoring, on-site petting zoo, and on-site therapy gardening opportunities; 3) The populations to be served are homeless, low-income, domestic violence victims, women, and children. The non-profit will need to provide completed direct benefit for each person receiving services in order to demonstrate that the program is benefiting persons who are low to moderate income. | Yes |

**City Council/Successor Agency Meeting** **I. 2.**

**DATE:** 02/07/2023

**TO:** Honorable Mayor and City Council Members

**SUBJECT:** Consideration of the purchase and replacement of five solid waste collection vehicles from Rush Truck Centers in an amount not-to-exceed $2,278,102.70 (Assistant City Manager Boatman)

---

## MOTION(S):

If the City Council determines that staff's recommendation is appropriate, the following motion is provided:

I move to approve the purchase and replacement of five solid waste collection vehicles from Rush Truck Centers in an amount not-to-exceed $2,278,102.70.

## RECOMMENDATION:

Staff recommends that the City Council authorize the purchase and replacement of five solid waste collection vehicles from Rush Truck Centers in an amount not-to-exceed $2,278,102.70.

## DISCUSSION:

The City of Redlands operates a Solid Waste Enterprise that includes collection and landfill services. The solid waste fleet includes 43 pieces of equipment that require regular maintenance and scheduled replacement. The City's vehicle replacement policy is based on industry standards established by the American Public Works Association (APWA) and has been created to ensure the most cost-effective, timely, and efficient replacement of vehicles. Of the City's 43 solid waste vehicles, 19 have exceeded APWA standards and need replacement. The global issue in the parts and labor supply chain is affecting all Heavy Duty OEM Truck Manufactures in North America. Currently, the production of truck chassis has been cut back by 50%, resulting in a lead time for specialized truck builds between 12 to 18 months. Staff is recommending the purchase of five solid waste collection vehicles at this time to fulfill equipment needs over the next two years.

The Solid Waste Division adopted budget for Fiscal Year 2022-24 includes sufficient funds to purchase five solid waste collection vehicles. In accordance with the City's procurement policies, the City utilized an existing cooperative contract agreement for Public Utility Equipment with Sourcewell. By utilizing the Sourcewell cooperative purchasing, the City can benefit from previously posted bid packages that have been competitively bid and awarded. Agencies can review bid results from more than 50,000 government, educational, and non-profit organizations and draw from the terms and pricing for similar units and vehicles. The vehicle types and purchase prices are listed in the table below.

| | |
|---|---|
| Automated Side Loader | $498,163.58 |
| Automated Side Loader | $498,163.58 |
| Automated Side Loader | $498,163.58 |
| Automated Side Loader | $498,163.58 |
| Rear Loader | $445,448.38 |
| **TOTAL** | **$2,278,102.70** |

**ALTERNATIVES:**

The City Council may elect to not approve the request to purchase and replace the solid waste vehicles and provide alternative direction to staff.

**STRATEGIC PLAN:**

Supports Priority D – Sustainability; Strategic Objective 3- Infrastructure

**SUBMITTED BY:**
Chris Boatman, Assistant City Manager

**RECOMMENDED BY:**
Charles M. Duggan Jr., City Manager

**REVIEWED BY:**
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director
Dana Abramovitz-Daniel, Procurement Manager

**PREPARED BY:**
Nathalie Ayala, Senior Administrative Assistant

---

**Fiscal Impact**

**Fiscal Year:** FY 2022-24
**Revenue Generating:** Yes
**Amount:** $2,278,102.70
**Budgeted Y/N:** Y
**Account No.:** 511900
**Discussion:**
Sufficient funding for this purchase is included in the Solid Waste (511900) budget for Fiscal Year 2022-2024 as approved by City Council.

---

**Attachments**

A. Sourcewell Contract Documents
B. Sourcewell Quote- Automated Side Loader
C. Sourcewell Quote- Rear Loader

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Sourcewell Awarded Contract

# Peterbilt

**Class 5-8 Chassis with Related Equipment**

#060920-PMC

Maturity Date: 08/01/2024

Products & Services
Contract Documents
Pricing
Contact Information

## Contract Documents

**Class 4-8 Chassis with Related Equipment, Accessories, and Services**

Contract #060920-PMC
Effective 08/01/2020 - 08/01/2024

### Contract Documentation

- **Request for Proposal (RFP)** (4.03 MB)
- **Contract** (542.86 KB)

### Competitive Solicitation Documentation

- **Proof of Publication** (2.73 MB)
- **Proposal Opening Record Page** (203.4 KB)
- **Proposal Evaluation** (188.69 KB)
- **Evaluation Committee Comment & Review** (2.62 MB)
- **Board Resolutions** (822.79 KB)

## Become a Member

Simply complete the online application or contact the Membership Team at membership@sourcewell-mn.gov or 877-585-9706.

## Search Vendors & Contracts

General Contracts

ezIQC Contracts



Sourcewell's website is being provided as a convenience and for informational purposes only. Sourcewell neither endorses nor guarantees, in any way, the external organization's services, advice, or products included in these website links. Sourcewell bears no responsibility for the accuracy, legality, or timeliness of any content on the external site or for that of subsequent links. All questions related to content on external sites should be addressed directly to the host of that particular website.

SW1207220433

| | |
|---|---|
| Date: | December 7, 2022 |
| To: | **City of Redlands** |
| Address: | 1270 W. Park Ave. # l Redlands, CA 92373 |
| Member ID# : | **18877** |
| Name: | Louie Miranda |
| Email: | Louie.Miranda@CityofRedlands.org |
| Phone: | (909) 798-7663 |
| Quote Expire: | January 31, 2023 |
| **Sourcewell:** | **Contract # 060920-PMC** |

Sourcewell Formerly NJPA Awarded Contract

RUSH TRUCK CENTERS

Peterbilt

**Rush Truck Centers**
8830 E. Slauson Ave. Pico Rivera, CA 90660
Contact: Ray Gamez Phone: (949) 355-4382
Email: GamezR@RushEnterprises.com

# Sourcewell Quote Sheet

## DESCRIPTION

## 2023 Peterbilt 520

**Cummins CNG Engine with Allison Transmission**

| | | | |
|---|---|---|---|
| YEAR: | 2023 | TRANS.: | Allison 4500 RDS-P |
| MAKE: | Peterbilt | R. AXLE: | 44K |
| MODEL: | 520 | F. AXLE: | 20K |
| Body Type: | Automated Side Loader | PINTLE HITCH: | None |
| GVWR: | 64,000 lbs | PUSHER AXLE: | None |
| ENGINE: | Cummins L9N ( CNG ) | Wheels: | Aluminum |
| H/P: | 320 hp @ 1000 ft/lbs torque | FUEL TANKS: | 75 DGE |
| | | | |

| | | |
|---|---|---|
| **Model 520 Cab & Chassis** | | |
| List Price : ( **Per Specifications of DWP)** | | $291,220.00 |
| Model Sourcewell Discount: ( **See Pg. 2** ) | 25.00% | -$72,805.00 |
| Customer Price | | $218,415.00 |
| | | |
| **Sourced Goods** | | |
| Body: Newway ASL | | $172,229.00 |
| Floor plan production per diem | | $6,639.87 |
| Chassis Engineering Frame Layout | | $1,500.00 |
| Fuel System: 75 DGE | | $33,900.00 |
| Spare Tires | | $2,500.00 |
| Camera System | | $10,200.00 |
| Post Body Install Inspection | | $1,600.00 |
| Delivery Wash | | $150.00 |
| Delivery Transport | | $500.00 |
| Transport: Yuma - Ray Gaskin | | $3,500.00 |
| Total | | $232,718.87 |
| | | |
| Model 520 Cab & Chassis | | $218,415.00 |
| Sourced goods | | $232,718.87 |
| Total | | $451,133.87 |
| | | |
| Sales Tax (8.75%) | | $39,474.21 |
| Admin Process - ( License/Title/Reg Exempt/Doc Prep/Filing ) | | $362.00 |
| Warranties: Cummins, Allison & R Gaskin 5 yrs, Eaton Rear Axle | | $7,176.00 |
| Tire Recycling Fee | | $17.50 |
| **Total Price** | | **$498,163.58** |

* 12% Ferderal ExciseTaxes Apply to State/Local Govt who are NOT Exempt *

# Sourcewell Customer Pricing CY2021-2024

**Peterbilt Motors Company Contract #060920-PMC** **September 1, 2022 REVISION**

| Model | Model 220 | Model 220EV | Model 535 | Model 536 | Model 537 | Model 548 |
|---|---|---|---|---|---|---|
| Example MSRP/Base List Price | $100,794 | $510,000 | $99,051 | $102,158 | $103,943 | $118,554 |
| CY2021-2024 Sourcewell DISCOUNT | 5% | 15% | | | | |
| **Sourcewell Customer Price** | $95,754 | $433,500 | $84,193 | $86,834 | $88,352 | $100,771 |

| Model | Model 365 | Model 367 | Model 567 | Model 579 | Model 579EV | Model 389 | Model 520 | Model 520EV |
|---|---|---|---|---|---|---|---|---|
| List Price | $194,999 | $209,086 | $202,862 | $213,784 | $670,000 | $209,300 | $220,522 | $690,000 |
| CY2021-2024 Sourcewell DISCOUNT | 25% | | | | | | | |
| **Sourcewell Customer Price** | $146,249 | $156,815 | $152,147 | $160,338 | $502,500 | $156,975 | $165,392 | $517,500 |

*Customer price includes cab & chassis, factory-freight, Pre-Delivery-Inspection (PDI) and dealer profit.

*Customer price **does not** include any flooring/interest charges, any applicable taxes (i.e. FET), and any components/services provided by the Peterbilt dealer after delivery from Peterbilt factory (i.e. body, manuals, training, doc fees, local-delivery, additional fuel/def, extended coverages, etc.)

- Due to global supply chain cost increases, all trucks are subject to a commodity surcharge of up to 10% of truck (cab & chassis) price (List price less Sourcewell Discount)
- All orders must be submitted at current price level. Current price level is 1/1/23. Note, this might change for second half of 2023.
- Canadian Peterbilt Dealers have the option to order chassis in Canadian or US Dollars.
- If ordered in US dollars, Canadian Peterbilt Dealers have the option to lock-in the exchange rate and have the truck invoiced in Canadian Dollars prior to build date. (typically 2 weeks before build date).
- Peterbilt/PACCAR-Canada provides Peterbilt Dealers the updated exchange-rate on a daily basis.
- PACCAR Treasury uses a daily average along with 6 month futures.

# SOURCEWELL PARTICIPATING DEALER AGREEMENT

## PETERBILT MOTORS COMPAY CONTRACT #060920-PMC

This Participating Dealer Agreement dated 11/23/20 is between PETERBILT MOTORS COMPANY, an unincorporated division of PACCAR Inc ("Peterbilt"), located in Denton, Texas and the Rush entities listed in the signature block ("Dealer"), with a corporate address at 555 IH35 South, New Braunfels, TX 78130.

**WHEREAS** Peterbilt has entered into an agreement ("Agreement") with Sourcewell dated November 15,2020 pursuant to which Peterbilt will sell to Sourcewell affiliated government and education agencies through participating Peterbilt dealers certain commercial vehicles subject to the terms and conditions set forth in the Agreement;

**WHEREAS** Dealer wishes to participate in the sale and service of such commercial vehicles to Sourcewell affiliated government and education agencies ("Sourcewell Members") and agrees to be subject to the terms and conditions set forth in the Agreement;

In consideration of the mutual promises set forth herein, Peterbilt and Dealer agree to the following terms and conditions:

1. **Recitals.** The parties agree that the foregoing recitals are true and correct, and are hereby incorporated in and made a part of this agreement.

2. **Adoption of Obligations of Lessor**. Dealer hereby adopts and agrees to be bound by all the terms, conditions, and obligations of the Agreement, the terms and conditions of which are incorporated herein by reference, to the extent under the control of, and applicable to, Dealer as a vehicle dealer for Peterbilt, and solely with respect to the vehicles sold to Sourcewell Members by Dealer. Dealer agrees to assume all rights and obligations of Peterbilt as specified in the Agreement solely for vehicles sold by Dealer to Sourcewell Members. Notwithstanding the foregoing, Peterbilt remains responsible for its obligations under the Agreement under its control and applicable to Peterbilt as the manufacturer of the vehicles, including without limitation, vehicle warranty obligations.

3. **Term.** This Participating Dealer Agreement shall remain effective until terminated by either party upon sixty (60) Days prior written notice.

4. **Pricing and Order Processing**. Dealer agrees that pricing of vehicles to Sourcewell Members shall conform to the not-to-exceed pricing matrix established by Peterbilt, which may be amended from time to time in Peterbilt's sole discretion. Should Dealer charge a sales price in excess of the amount set forth in the pricing matrix at the time an order is placed by a Sourcewell Member, Dealer shall promptly refund the excess of the sales price over the amount set forth in the pricing matrix to the affected Sourcewell Member. Peterbilt shall have sole discretion to determine whether there has been an overcharge based on the applicable pricing matrix in effect at the time of the order. All orders shall include the Sourcewell Sales Code. Dealer shall submit copies of final invoices of all vehicles sold by Dealer to Sourcewell members on a monthly basis.

5. **Indemnity**.

a. Dealer agrees that it will protect, defend, indemnify and hold harmless Peterbilt from any and all losses, claims, suits, costs, damages, expenses and liabilities (including reasonable attorney's fees) arising from Dealer's breach of its obligations under the Agreement or Dealer's negligence, gross negligence, or willful misconduct in connection with this Agreement. Notwithstanding the foregoing, Dealer shall have no obligation or liability under this paragraph 4 with respect to any losses, claims, suits, costs, damages, expenses and liabilities (including reasonable attorney's fees) arising from Peterbilt's negligence, gross negligence, or willful misconduct.

b. Peterbilt agrees that it will protect, defend, indemnify and hold harmless Dealer from any and all losses, claims, suits, costs, damages, expenses and liabilities (including reasonable attorney's fees) arising from Peterbilt's breach of its obligations under the Agreement or Peterbilt's negligence, gross negligence, or willful misconduct in connection with this Dealer Agreement. Notwithstanding the foregoing, Peterbilt shall have no obligation or liability under this paragraph 5.b. with respect to any losses, claims, suits, costs, damages, expenses and liabilities (including reasonable attorney's fees) arising from Dealer's negligence, gross negligence, or willful misconduct.

# SOURCEWELL PARTICIPATING DEALER AGREEMENT

## PETERBILT MOTORS COMPAY CONTRACT #060920-PMC

6. **Non-Exclusivity**. Dealer acknowledges and agrees that Peterbilt will afford, at its sole discretion, other participating dealers, including competitors of Dealer, the opportunity to participate in the sale and service of commercial vehicles to Sourcewell Members.

7. **No Agency**. No agency, partnership, contractor or employment relationship is created by this Agreement. Dealer shall make no representation that Dealer is the agent, partner, employee, or contractor of Peterbilt.

8. **Assignment**. Neither party may assign this Participating Dealer Agreement without the prior written consent of the other.

9. **Limitation of Liability**. Except for the parties indemnification obligations for third party claims, neither party shall be liable to the other for special, indirect, punitive or consequential damages resulting from or arising out of this Participating Dealer Agreement including, without limitation, loss of profit or business interruptions, without regard to the fault or alleged fault of any party.

10. **Entire Agreement and Amendment**. This Participating Dealer Agreement, including the underlying agreement which is incorporated herein by reference, constitutes the entire agreement between the parties concerning the subject matter hereof, and any and all prior agreements and understandings, written and oral, are without effect and superseded by this agreement. The agreement may be amended only by a written instrument signed by both parties.

IN WITNESS WHEREOF, the Parties hereto have signed this Participating Dealer Agreement or have caused same to be duly executed by their authorized signatories, on the date(s) noted below.

Rush Truck Centers of Alabama, Inc.
Rush Truck Centers of Arizona, Inc.
Rush Truck Centers of California, Inc.
Rush Truck Centers of Colorado, Inc.
Rush Truck Centers of Florida, Inc.
Rush Truck Centers of Kentucky, Inc.
Rush Truck Centers of Nevada, Inc.
Rush Truck Centers of New Mexico, Inc.
Rush Truck Centers of Oklahoma, Inc.
Rush Truck Centers of Tennessee, Inc.
Rush Truck Centers of Texas, LP

By: Rushtex, Inc., Its General Partner

Signature: _____

Name: Cory Lowe

Title: SVP

Date: 11/23/20

Peterbilt Motors Company

Signature: _____

Name: Joe Curran

Title: National Fleet Sales Manager

Date: 11-23-20

Rush Truck Centers of California, Inc.
dba Rush Truck Centers, Los Angeles

Principals

The Principals of Rush Truck Centers of California, Inc. are:

| Name | Title | Address |
|---|---|---|
| W.M. “Rusty” Rush | Sole Director, President and CEO | 555 IH35 South, Suite 500<br>New Braunfels, TX 78130 |
| Derrek R. Weaver | VP & Treasurer | “ |
| Michael McRoberts | Secretary | “ |
| Scott Anderson | VP Finance & Insurance | “ |
| Steven L. Keller | Assistant Secretary | “ |
| Michael S. Lyons | Assistant Secretary | “ |
| Hal Meriwether | Regional General Manager | 14490 Slover Ave.<br>Fontana, CA 92337 |
| Daniel Perez | General Manager | 8830 East Slauson Ave.<br>Pico Rivera, CA 90660 |

# Notice Regarding Security Interest and Payment of Purchase Price

1. BMO Harris Bank N.A. ("Bank") financed or will finance the acquisition of each vehicle that Rush Enterprises, Inc. and its subsidiaries ("Rush") will in turn sell to you on deferred payment terms ("Vehicle"). Bank's agreement with Rush requires that Bank's security interest in each Vehicle continue until Bank receives the full amount that Bank financed for such Vehicle. Based on that agreement, your purchase of a Vehicle will be subject to Bank's prior, unrelinquished security interest, which will continue until Bank receives the total amount that Bank financed for such Vehicle.

2. By written notice to you, Bank may require you to pay the purchase price for Vehicles directly to Bank. If you pay any portion of the purchase price for a Vehicle directly to Bank, Rush will credit such payment(s) against the amount you owe to Rush.

3. Notwithstanding the foregoing, on full payment for a Vehicle, Rush shall ensure that the Vehicle is free and clear of any liens, mortgages, security interests or other encumbrances of third parties, including BMO, and shall pay all amounts necessary to discharge any such encumbrance.

**FEDERAL EXCISE TAX**
**Exemption Certificate**
**for Use by States & Local Governments**
**Treas. Reg. 48.4221-5**

I hereby certify that I am _____ (title of officer) of the _____ (state or local government) ("Purchaser"), that I am authorized to execute this certificate on behalf of Purchaser, and that:

**(check applicable type of certificate)**

**A.** _____ the article/articles specified in the accompanying order or below:

**Article/Articles (by VIN):**

_____ _____

_____ _____

**(if more room is needed, attach list of additional articles to this certificate)**

# OR

**B.** X all orders placed by Purchaser for the period commencing January 1, 2020 (date) and ending December 31, 2022 (date) (period not to exceed 12 calendar quarters)

are, or will be, purchased from Rush Truck Centers of California, Inc. ("**Dealer"**) for the exclusive use of Purchaser.

Purchaser understands that this statement is made under penalties of perjury.

Purchaser understands that the exemption from tax in the case of sales of articles under this exemption certificate to a State, etc., is limited to the sale of articles purchased for its exclusive use. Purchaser understands that the fraudulent use of this certificate for the purpose of securing this exemption will subject Purchaser and all parties making such fraudulent use of this certificate to a fine of not more than $10,000, or to imprisonment for not more than 5 years, or both, together with costs of prosecution.

**PURCHASER**

**By:** _____

**Name:** _____

**Title:** _____

**RUSH FET FORM 1 – STATE/LOCAL GOVT EXEMPTION**

**Rush Pblt Truck Centers (S991)**
**14490 Slover Avenue**
**Fontana, California 92337**

**City Of Redlands**
**1270 W Park Avenue**
**Redlands, California 92373**
**United States of America**

**Ray Gamez**
**Cell Phone: 949-355-4382**
**Office Phone:**
**Email: gamezr@rushenterprises.com**

# Vehicle Summary

**Unit**

| | |
|---|---|
| Model: | Model 520 |
| Type: | Full Truck |
| Description 1: | ASL RH 3AX CNG |
| Description 2: | |

**Application**

| | |
|---|---|
| Intended Serv.: | Refuse/On-Highway |
| Commodity: | Refuse, Scrap, Recycling |

**Body**

| | |
|---|---|
| Type: | Flatbed |
| Length (ft): | 22 |
| Height (ft): | 14 |
| Max Laden Weight (lbs): | 17000 |

**Trailer**

| | |
|---|---|
| No. of Trailer Axles: | 0 |
| Type: | |
| Length (ft): | 0 |
| Height (ft): | 0 |
| Kingpin Inset (in): | 0 |
| Corner Radius (in): | 0 |

**Restrictions**

| | |
|---|---|
| Length (ft): | 40 |
| Width (in): | 102 |
| Height (ft): | 13.5 |

**Chassis**

| | |
|---|---|
| Fr Axle Load (lbs): | 20000 |
| Rr Axle Load (lbs): | 44000 |
| G.C.W. (lbs): | 64000 |

Road Conditions:

| | |
|---|---|
| Class A (Highway) | 100 |
| Class B (Hwy/Mtn) | 0 |
| Class C (Off-Hwy) | 0 |
| Class D (Off-Road) | 0 |

| | |
|---|---|
| Maximum Grade: | 6 |
| Wheelbase (in): | 209 |
| Overhang (in): | 60 |
| Fr Axle to BOC (in): | 0.1 |
| Cab to Axle (in): | 208.9 |
| Cab to EOF (in): | 268.9 |
| Overall Comb. Length (in): | 326.6 |

**Special Req.**

**Approved by:** _____ **Date:** _____

**Note: All sales are F.O.B. designated plant of manufacture.**

| Sales Code | Std/ Opt | Description | $ List | Weight |
|---|---|---|---|---|
| **Base Model** | | | | |
| 0005201 | S | **Model 520**<br>Peterbilt's Model 520 is built to withstand the harsh demands of the refuse industry. The rugged, aluminum cab delivers best-in-class durability for increased uptime and lap seam construction on a zinc-coated steel sub-frame for corrosion resistance. Bulkhead-style doors provide years of watertight performance. This low-cab forward vehicle adds a new dimension of productivity and versatility. An industry-leading, 65-degree cab tilt enhances maintenance and serviceability. Body installation is cost effective and efficient and the center console provides convenient access to body control integration points. | 220,522 | **16,475** |
| 0091180 | S | **Refuse, Scrap, Recycling** | 0 | **0** |
| 0093035 | S | **Refuse/On-Highway**<br>Truck or tractor which hauls refuse, recycled material, etc. Includes roll-on/roll-off container movement, as well as hauling refuse from transfer stations to, but not into, landfills. | 0 | **0** |
| 0095020 | O | **Flatbed** | 0 | **0** |
| 0098170 | S | **United States Registry**<br>Canadian Registry PackageRequires Air Conditioning Excise Tax Canada, Speedometer to be KPH ipo MPH, Daytime Running Lights and Rubber Battery Pad in Bottom of Battery Box. | 0 | **0** |
| **Configuration** | | | | |
| 0200670 | O | **Agility Natural Gas Fuel System**<br>Assembler - Fontana, CA | 0 | **0** |
| **Frame & Equipment** | | | | |
| 0514160 | O | **10-3/4" Steel Rails 306-342"**<br>10.75x3.5x.375 Dimension, 2,136,000 RBM; Yield Strength: 120,000 psi. Section Modulus: 17.8 cubic inches. Weight: 1.74 lbs/inch pair | 441 | **158** |
| 0601500 | O | **Full Steel Inner Liner** | 963 | **658** |
| 0644090 | S | **EOF Square without Crossmember**<br>End-of-frame square without crossmember. For use with body builder installed crossmember. | 0 | **0** |
| 0651090 | S | **Omit Rear Mudflaps and Hangers** | 0 | **0** |
| 0713130 | O | **(2) Solid Mount Cable Hooks** | 0 | **40** |
| **Front Axle & Equipment** | | | | |
| 1011360 | O | **Dana Spicer D2000F 20,000 lb, 3.5 in. Drop**<br>Factory front axle alignment to improve handling & reduce tire wear. Zerk fittings on tie rod ends, king pins, & draglink ball joints for ease of maintenance & help extend service life of components. Cognis EMGARD® FE 75W-90 synthetic axle lube provides over 1% fuel economy improvement. Reduces wear & extends maintenance | 491 | **0** |

| Sales Code | Std/ Opt | Description | $ List | Weight |
|---|---|---|---|---|
| | | intervals, resulting in increased uptime. Provides improved fluid flow to protect components in extreme cold conditions & withstand the stress from high temperatures, extending component life. | | |
| 1114030 | S | **Taper Leaf Springs, Shocks 20,000 lb**<br>Standard with Heavy Resistance Shocks. | 0 | **0** |
| 1243010 | S | **Power Steering Sheppard M100 Dual Gear**<br>For use with 16,000 to 20,000 lb. axle ratings. Glidekote splines on steering shaft extend service life of components. | 0 | **0** |
| 1354840 | O | **PHP10 Iron PreSet PLUS Hubs**<br>PHP10 iron PreSet PLUS hubs have a fully integrated spindle nut design, an optimized wheel spacer, magnetic fill plug on drive and trailer hubs for inspection of metal particles in lubricant, with a long life oil seal and bearings are pre-adjusted. Use with Front Axle. | -580 | **84** |
| 1380230 | O | **Dana Spicer 5" Drop IPO 3.5", Front Axle**<br>5" drop (127 MM) provides lower chassis suspension and profile. Offers maximum maneuverability and the light weight solution. Available for a variety of brakes. | 0 | **0** |
| 1380240 | O | **Dana Spicer Wide Track IPO Standard**<br>Dana Spicer wide track front axles offer added stability and deliver greater turn angles. 71in KPI IPO 69in for E1202, E1322, E1462, D2000F front axles. | 57 | **15** |
| 1380280 | O | **Bendix Air Cam Front Drum Brakes 16.5x7**<br>For use with 16,000 lbs to 23,000 lbs steer axles or front drive axles. Includes automatic slack adjusters & outboard mounted brake drums. | 682 | **0** |
| 1391410 | O | **Gusseted Cam Brackets, Steer Axle** | 28 | **0** |
| 1392970 | O | **Heavy Duty Cam Bushings, Steer Axle** | 31 | **0** |
| **Rear Axle & Equipment** | | | | |
| 1523330 | O | **Dana Spicer DSH44 44,000 lb, High Performance 44**<br>Interaxle diff lock air rocker occupies space of one gauge. 12.5 mm housing, 15.75 ring gear. Laser factory axle alignment to improve handling & reduce tire wear. Magnetic rear axle oil drain plug captures & holds any metal fragments in drive axle lube to extend service life. Parking brakes on all drive axles for optimal performance. Cognis EMGARD® FE 75W-90 synthetic axle lube provides over 1% fuel economy improvement. Reduces wear & extends maintenance intervals, resulting in increased uptime. Provides improved fluid flow to protect components in extreme cold conditions & withstand the stress from high temperatures, extending component life. | -397 | **-311** |
| 1616290 | O | **PHP10 Aluminum PreSet PLUS Hubs** | -411 | **0** |
| 1680280 | O | **Bendix Smart ATC Traction Control** | 266 | **2** |
| 1680440 | O | **Refuse Service Brakes, Steer And Drive Axles**<br>Designed for heavy-duty applications for refuse industry, providing long brake life, safety and performance. | 0 | **0** |
| 1680450 | O | **Rear Brake Camshaft Reinforcement**<br>Rear brake camshaft reinforcement helps guard against wear and corrosion. | 65 | **9** |

| Sales Code | Std/ Opt | Description | $ List | Weight |
|---|---|---|---|---|
| 1680490 | O | **Gusseted Cam Brackets, Drive Axle(s)** | 72 | **2** |
| 1680500 | S | **SBM Valve**<br>Full trucks require a spring brake modulation (SBM) system for emergency braking application. This system requires an SBM valve and a relay valve with spring brakes on the rear axles. The SBM valve allows the foot valve to operate the rear axle spring brakes if a failure exists in the rear air system. | 0 | **0** |
| 1682710 | O | **Anti-Lock Braking System (ABS) 6S6M**<br>ABS-6. Includes air braking system. | 469 | **35** |
| 1684200 | S | **Synthetic Axle Lubricant All Axles**<br>Peterbilt heavy duty models include Fuel Efficient Cognis EMGARD FE75W-90 which provides customers performance advantages over current synthetic lubricants with reduced gear wear and extended maintenance intervals, resulting in increased uptime. In addition, the lubricant provides improved fluid flow to protect gears in extreme cold conditions and withstand the stress from high temperatures, extending component life. | 0 | **0** |
| 1687020 | O | **Bendix Air Cam Rear Drum Brakes 16.5x8.6**<br>Bendix Air Cam Rear Drum Brakes to fit all heavy haul, contruction, refuse and highway truck and tractor applications. Includes Automatic Slack Adjusters & Outboard Mounted Brake Drums. Refer to TSB 11-57 for more information. | -246 | **0** |
| 1688110 | O | **Heavy Duty Cam Bushings, Drive Axle(s)** | 61 | **0** |
| 1706170 | O | **Ratio 6.17 Rear Axle** | 0 | **0** |
| 1824410 | O | **Hendrickson HMX EX 460 46,000 LBS., 54"**<br>Haulmaax, 70K Creep Rating. Includes Traax Rod as standard, option 1920905 is not needed or available. Progressive load spring system easily adjusts to the load for an enhanced combination of empty-ride quality and loaded stability. | 1,628 | **-67** |
| 1921365 | O | **15.5" Saddle Height HMX EX 400/460**<br>IPO Std 18.5" | 424 | **0** |
| 1921475 | O | **Shock Absorbers For HMX EX Suspension** | 514 | **31** |
| **Engine & Equipment** | | | | |
| 2056317 | O | **L9N 320@2000 GOV@2200 1000@1300 (2018 Emissions)**<br>Magnetic engine oil drain plug captures and holds any metal fragments in engine oil to extend service life.<br>N21430 N201 0.....Reserve Speed Limit Offset (<br>N21410 N202 0.....Maximum Cycle Distance (N202<br>N21400 N203 252...Reserve Speed Function Reset<br>N21320 N205 120...Standard Maximum Speed Limit<br>N21420 N206 0.....Maximum Active Distance (N20<br>N21470 P062 NO....Cruise Control Auto Resume (<br>N21480 P068 NO....Auto Engine Brake in Cruise<br>N21450 P026 NO....Gear Down Protection (P026)<br>N21440 P015 NO....Engine Protection Shutdown (<br>N21340 P112 93....Hard Maximum Speed Limit (P1 | 21,607 | **0** |

| Sales Code | Std/ Opt | Description | $ List | Weight |
|---|---|---|---|---|
| | | N21350 P001 64....Maximum Accelerator Pedal Ve<br>N21370 P059 64....Maximum Cruise Speed (P059)<br>N21590 P230 YES...Enable Hot Ambient Automatic<br>N21530 P233 YES...Enable Impending Shutdown Wa<br>N21540 P234 60....Timer For Impending Shutdown<br>N21460 P046 1400..Max PTO Speed (P046)<br>N21520 P030 5.....Timer Setting (P030)<br>N21570 P031 NO....Idle Shutdown Manual Overrul<br>N21610 P172 40....Low Ambient Temperature Thre<br>N21630 P171 80....High Ambient Temperature Thr<br>N21550 P516 100...Engine Load Threshold (P516)<br>N21510 P520 YES...Enable Idle Shutdown Park Br<br>N21620 P173 60....Intermediate Ambient Tempera<br>N21330 N207 0.....Expiration Distance (N207)<br>N21500 N209 0.....Expiration Distance (N209) | | |
| 2091130 | S | **VMUX Electronics Architecture** | 0 | **0** |
| 2091305 | O | **Engine Idle Shutdown Timer Enabled** | 0 | **0** |
| 2091315 | O | **Enable EIST Ambient Temp Overrule** | 0 | **0** |
| 2091372 | | **Eff EIST NA Expiration Miles** | 0 | **0** |
| 2091640 | | **Effective VSL Setting NA** | 0 | **0** |
| 2092008 | O | **Typical Operating Speed 52 MPH** | 0 | **0** |
| 2092031 | O | **Powertrain Optimized for Fuel Economy**<br>Best analysis for vehicles which operate at or near cruise speed 90 plus percent of time. | 0 | **0** |
| 2140220 | S | **CARB Engine Idling Compliance DECLINED By**<br>Dealer/Customer | 0 | **0** |
| 2140450 | O | **Remote PTO/Throttle, 12-Pin**<br>Eng Bay Remote Control Provision | 103 | **0** |
| 2147460 | S | **Bed Plate for PX-9, L9N Engines**<br>Designed to increase engine longevity by incorporating a stiffener bracket on the bottom side of the engine, inside the oil pan, for additional reinforcement. Required for all PX-9/L9N refuse applications and recommended for other high load 9-liter applications. | 0 | **0** |
| 2513060 | S | **PACCAR 160 Amp Alternator, Brushed**<br>PACCAR 160 AMP alternator, brushed producing 160 Amps at road speed and 100 Amps at idle. | 0 | **0** |
| 2522110 | O | **PACCAR 12V Starter, N/A PACCAR MX Engines**<br>PACCAR 12-volt electrical system. With centralized power distribution incorporating plug-in style relays. Circuit protection for serviceability, 12-volt light system w/circuit protection circuits number & color coded. | 0 | **0** |
| 2538040 | S | **3 PACCAR Premium 12V Dual Purpose Batt 2190 CCA**<br>Threaded stud type terminal. Stranded copper battery cables are double aught (00) or larger to reduce resistance. | 0 | **0** |

| Sales Code | Std/ Opt | Description | $ List | Weight |
|---|---|---|---|---|
| 2539220 | O | **Battery Jumper Terminals Mtd In Front** Of Battery Box | 198 | **4** |
| 2539740 | O | **Kissling Battery Disconnect Switch 300AMP** Dual Tab Mounted on Battery Box | 160 | **3** |
| 2621000 | S | **2-Speed Fan Clutch For Frequent Start/Stops** A 2-speed fan clutch is ideal for vocational applications where the fan clutch engagement time exceeds 10% of the engine run time. When the fan clutch is disengaged, the fan still rotates at 15-25% of the engine RPM. This fan rotation provides crucial airflow to the engine and draws virtually no horsepower. | 0 | **0** |
| 2723210 | S | **18.7 CFM Air Compressor** N/A X15. Furnished on engine. Teflon lined stainless steel braided compressor discharge line. | 0 | **0** |
| 2921170 | O | **Spin-On Fuel/Water Separator for Natural Gas** Engines | 0 | **0** |
| 2921210 | S | **No Fluid Heat Option for Fuel Filter** | 0 | **0** |
| 2921310 | S | **No Electric Heat Option for Fuel Filter** | 0 | **0** |
| 3010400 | O | **Engine Protection Shutdown w/ Label** Includes oil pressure, oil temperature, coolant temperature, and intake manifold temperature. | 10 | **0** |
| 3114270 | S | **High Efficiency Cooling System** Cooling module is a combination of steel and aluminum components, with aluminum connections to maximize performance and cooling capability. Silicone radiator & heater hoses enhance value, durability, & reliability. Constant tension band clamps reduce leaks. Chevron Delo Extended Life Coolant (NOAT) extends maintenance intervals reducing maintenance costs. Anti-freeze effective to -30 degrees F helps protect the engine. Low coolant level sensor warns of low coolant condition to prevent engine damage. Radiator Size by Model: 367 1325 sq in, 367 HH Fepto 1325 sq in, 365 Fepto 1183 sq in, 365 Full Frame Extension 1000 sq in, 520 1202 sq in, 579 1456.9 sq in, 535/536/537/548 949.3 sq in, 537/548 VOC 1000.3 sq in, 389/367 HH 1604 sq in, 365/567 1379 sq in. | 0 | **0** |
| 3120320 | O | **Bugscreen** | 140 | **0** |
| 3120450 | S | **Stainless Steel Grille** | 0 | **0** |
| 3120710 | O | **Lower Front Coolant Pipe And Coolant Extracting** Port | 66 | **0** |
| 3120730 | O | **CNG Vaporizer Coolant Loop** | 96 | **0** |
| 3261980 | S | **Heavy Duty Air Cleaner** Molded rubber air intake connections with lined stainless steel clamps seal to prevent contaminants in air intake. | 0 | **0** |
| 3365450 | O | **Exhaust Single LH Vertical** Natural Gas Engines Only | 8,885 | **-486** |
| 3381770 | O | **Curved Tip Standpipe(s)** | 43 | **1** |

| Sales Code | Std/ Opt | Description | $ List | Weight |
|---|---|---|---|---|
| 3387650 | O | **36" Single Standpipe**<br>L9N Engine Only | 0 | **0** |
| **Transmission & Equipment** | | | | |
| 4052420 | O | **Allison 4500 RDS-P Transmission, Gen 5**<br>Rugged Duty Series. Includes Rear Transmission Support except on MX engines, Mobil Delvac Transmission Fluid, and Water-Oil Heat Exchange. Also includes features that monitor the transmission fluid, filter and clutch condition. Will display percent life remaining for the transmission fluid, filter and clutches on the shift selector. This information may be displayed using the Mode and Up and Down buttons. A wrench icon will also be included to indicate when the transmission fluid, filter or clutches need servicing. Suited for vehicles operating on/off highway and/or requiring PTO operation. Forward ratios: 1st-4.70, 2nd-2.21, 3rd-1.53, 4th-1.00, 5th-0.76, 6th-0.67. Reverse ratios: DR-(5.55). | 18,410 | **390** |
| 4210190 | O | **1810 HD Driveline, 1 Midship Bearing**<br>4.5in x .180 wall tubing | -389 | **15** |
| 4216590 | O | **1710 Driveline Interaxle**<br>For tandem rear axles | -101 | **-5** |
| 4250490 | U | **ALLISON RDS, PKG 170** | 0 | **0** |
| 4250900 | O | **Main Transmission Rear Support**<br>Additional rear support for the transmission to provide a firm, durable design that improves stabilization of the drivetrain in rugged terrain | 85 | **11** |
| 4252170 | O | **Auto Neutral Activates With Parking Brake**<br>Auto Neutral helps improve jobsite safety by reducing the possibility of the truck moving due to throttle application. | 20 | **0** |
| 4252890 | O | **Allison FuelSense 2.0 Not Desired** | -106 | **0** |
| 4252940 | S | **Allison Neutral At Stop**<br>Neutral at Stop features and benefits: Reduces or eliminates the load on the engine when vehicle is stopped, can help lower fuel consumption and C02 emissions, and is included in FuelSense 2.0 Plus and Max packages only. | 0 | **0** |
| 4253060 | O | **Remote Mount Allison Transmission Vent** | 111 | **2** |
| 4256020 | S | **Console Mounted Push Button Shifter** | 0 | **0** |
| 4256350 | O | **Auto Neutral AK, Allison HD/RDS**<br>Single steer left-hand or right-hand, add code 4540940 if plumbed to flip valve to actuate service brakes is desired | 298 | **0** |
| 4256740 | O | **Allison 6-Speed Configuration, Wide Ratio Gears**<br>Allison 4500 transmission only | 0 | **0** |
| 4256870 | O | **Allison Output Function S Neutral Indicator**<br>Allison output function S Neutral Indicator for PTO. Required on Refuse Packer Applications. With this configuration NEUTRAL only, PTO engagement is permitted only when the transmission is in Neutral. Once the transmission is in Neutral, the PTO is automatically engaged and | 0 | **0** |

| Sales Code | Std/ Opt | Description | $ List | Weight |
|---|---|---|---|---|
| | | fast idle is initiated when the PTO switch is on. In addition with this configuration Pack-on-the-fly, the PTO is automatically engaged and fast idle is initiated when the PTO switch is On concurrently with shifting of the transmission to Neutral. | | |
| 4256990 | O | **Rolling Direction Change Shift Inhibit Feature**<br>Allison transmissions. A programmable feature that keeps the transmission from shifting from Drive to Reverse or from Reverse to Drive above a preset speed. This wireless function is enabled when a switch is closed to complete the circuit between input wire 101 and ground. Frequently the function is interfaced with a switch indicating activation of another vehicle function, such as application of the service brakes. When the function is enabled, the TCM will recognize the request for a direction change shift, Reverse-to-Drive or Drive-to-Reverse. If all other operating conditions are acceptable, the TCM will command the requested shift. The enable remains in effect until the switch is opened, followed by the selection of a different direction, Reverse or Drive, at the shift selector. This could be used for doc spotters and refuse. If the function is not enabled, any shift which results in a change of direction is inhibited. | 0 | **0** |
| **Air & Trailer Equipment** | | | | |
| 4510210 | S | **Bendix AD-HF EP Air Dryer, Heater**<br>Coalescing filter, extended purge. Bendix AD-HF air filters protects the life of your engine system and components. Proven PuraGuard oil coalescing technonlgy in the the air dryer catridge. This oil coalescing filter ensures the removal of oil and oil aerosols before they can contaminate the moisture removing desiccant. | 0 | **0** |
| 4520180 | O | **Air Tank Valve Guards** | 23 | **0** |
| 4540220 | O | **Wire Braid Brake Hose, Rear** | 384 | **15** |
| 4540420 | S | **Nylon Chassis Hose** | 0 | **0** |
| 4541600 | O | **Wire Braid Brake Hose, Front** | 21 | **4** |
| 4542320 | O | **Central Location For Air Tank Drain Valves**<br>Wire braid hose to air tanks. (Not available with optional drain valves.) | 411 | **4** |
| 4543320 | S | **Steel Painted Air Tanks**<br>All air tanks are steel with painted finish except when Code 4543330 Polish Aluminum Air Tanks is also selected (then exposed air tanks outside the frame rails will be polished aluminum). Peterbilt will determine the optimal size and location of required air tanks. Narratives requesting a specific air tank size or location will not be accepted for factory installation. See ECAT to determine number or location of air tanks installed. | 0 | **0** |
| 4612000 | O | **Route AE Lines To Allow Welding Of Sub Frame**<br>To top of frame 8" forward of back-of-cab to end-of-frame | 674 | **0** |
| 4615250 | O | **Fitting For F/O Air Port** | 45 | **0** |

| Sales Code | Std/ Opt | Description | $ List | Weight |
|---|---|---|---|---|
| | | The furnished by owner fitting air port is mounted outboard of the driver's seat. This allows operators access to pressurize truck air, to maintain clean air in the cab. | | |
| **Tires & Wheels** | | | | |
| 5032320 | O | **FF: GY 20ply 315/80R22.5 G289 WHA**<br>Diameter = 43.1 inches; SLR = 20.0 inches. Compares to Michelin XZUS 2 and Bridgestone M860 tread. | 332 | **-20** |
| 5132320 | O | **RR: GY 20ply 315/80R22.5 G289 WHA**<br>Diameter = 43.1 inches; SLR = 20.0 inches. Compares to Michelin XZUS 2 and Bridgestone M860 tread. | 3,304 | **296** |
| 5190008 | S | **Code-rear Tire Qty 08** | 0 | **0** |
| 5220520 | O | **FF: Alcoa 89U637 22.5 X 9.00 High Polish**<br>Aluminum, Ultra ONE technology that saves more than 50 lbs. versus a comparable steel wheel. Built for refuse, logging, mining and other heavy haul applications that demand a tough wheel. Each wheel offers a 10,000 lbs. load rating. | 296 | **-110** |
| 5320530 | O | **RR: Alcoa 89U647 22.5X9.00 High Polish**<br>Aluminum. Ultra ONE wheels with MagnaForce alloy. | 1,860 | **-216** |
| 5390008 | S | **Code-rear Rim Qty 08** | 0 | **0** |
| 5407640 | O | **FF: Mirror Polish Wheels, Outer Surface**<br>Single/tandem steer. Mirror Polish outer surface of outer wheel. Without chrome wheel nuts. | 75 | **0** |
| 5407660 | O | **RR: Mirror Polish Wheels, Outer Surface, Tandem**<br>Drive Mirror polish outer surface of outer wheels (4). Without chrome wheel nuts. | 579 | **0** |
| **Fuel Tanks** | | | | |
| 5532010 | O | **No Fuel Tank/Fuel System Provided, CNG Only** | -424 | **0** |
| 5604000 | O | **Location LH BOC 000 Gal** | 0 | **0** |
| 5653070 | O | **CNG / LNG Frame Rail Mounted Tank Only** | 0 | **0** |
| 5653180 | O | **CNG Fuel System**<br>Compressed Natural Gas Fuel System. | 0 | **0** |
| **Battery Box & Bumper** | | | | |
| 6011070 | O | **Aluminum Battery Box LH Frame Mtd Back-of- Fender**<br>Aluminum battery box left hand frame mounted back-of-fender. 8" Below top of frame. | 577 | **0** |
| 6030150 | O | **Rubber Battery Pad In Bottom of (1) Battery Box**<br>Mat in box that holds batteries only | 24 | **4** |
| 6121710 | O | **Steel Bumper Channel Chromed**<br>Includes two front tow eyes with pins | 447 | **0** |
| **Cab & Equipment** | | | | |

| Sales Code | Std/ Opt | Description | $ List | Weight |
|---|---|---|---|---|
| 6501090 | O | **53" LCF ProBilt Cab RH Drive**<br>Use with auto-trans. Includes steel frames with aluminum and fiberglass panels, all aluminum doors, dual door stops, door locks, tinted safety glass thru-out, cab and door mounted entry grab handles, 65 degree hydraulic tilt, stainless steel grille, dual rear cab fenders, service module BOC (cab tilt pump, oil fill and dipstick, coolant fill and check, fluid fill and dipstick for auto trans), door mounted armrests, power windows, doghouse full insulation, rubber floor mats, ergonomic center control console, removable instrument panel, Driver Information Display, LED backlit gauges, adjustable side flip-down interior sunvisor, 16" steering wheel with integrated horn button, tilt/telescopic adjustable column, over-door storage, driver and passenger side cup holders, USB charging port and 12VDC charging outlet, header includes HVAC controls, rear cab corner windows, 18" bolt-on step on each side, self-canceling turn signals and Front Directional and Side Mounted Turn Signals. | 1,361 | **0** |
| 6540020 | O | **Key All Units Alike**<br>Please add your 3 digit key code number in the key code field. | 289 | **0** |
| 6540160 | S | **Thermal Insulation Package in Cab**<br>The thermal insulation package is designed to make the cab thermally efficient in extreme temperatures. The model 520 adds insulation surrounding the doghouse to reduce engine heat transmitted to the cab. | 0 | **0** |
| 6541250 | | **KEY G250** | 0 | **0** |
| 6800500 | S | **4.5" Rubber Flares On Cab**<br>And wheel well fenders | 0 | **0** |
| 6911720 | S | **Peterbilt Driver Seat** | 0 | **0** |
| 6921720 | S | **Peterbilt Passenger Seat** | 0 | **0** |
| 6931120 | O | **Seat Belt Color Orange IPO Standard Black** | 10 | **0** |
| 6939400 | O | **Air Ride Driver** | 389 | **43** |
| 6939420 | O | **High Back Driver** | 33 | **0** |
| 6939470 | S | **Vinyl Driver** | 0 | **0** |
| 6939500 | O | **Air Ride Passenger** | 389 | **43** |
| 6939520 | O | **High Back Passenger** | 33 | **0** |
| 6939570 | S | **Vinyl Passenger** | 0 | **0** |
| 7000000 | S | **Gray Interior Color**<br>Includes ABS gray headliner & rear cab panel, gray vinyl engine tunnel cover. For LH, RH, and dual steer dual seated power windows are standard on both doors. For dual steer RH stand-up the LH window is power and the RH window is a manual sliding window. | 0 | **0** |

| Sales Code | Std/ Opt | Description | $ List | Weight |
|---|---|---|---|---|
| 7000045 | O | **High-Visibility Interior Grabhandles, Painted**<br>Bright yellow interior grabhandle for vocational vehicles. | 76 | **2** |
| 7000095 | S | **Omit USB in Cab and Replace with Plug** | 0 | **0** |
| 7001520 | S | **Adjustable Steering Column - Tilt/Telescope** | 0 | **0** |
| 7001620 | S | **Steering Wheel With Peterbilt Logo**<br>Steering Wheel with embossed Peterbilt logo over horn button. | 0 | **0** |
| 7040060 | O | **Diamond Plate Floor Covering LH/RH ipo Floormat**<br>In Dual Steer application RH Diamond Plate covering is standard.<br>Single drive applications the Diamond Plate is optional. | 179 | **13** |
| 7110680 | S | **Exterior Cab Entry Grabhandle**<br>Textured; NFPA compliant. Available on Day Cab specifications only. | 0 | **0** |
| 7220150 | O | **Rear Window Back of Cab Dark Tint**<br>18.5in X 54in | 24 | **0** |
| 7230350 | S | **2-Piece Flat Windshield** | 0 | **0** |
| 7322010 | S | **Combo Fresh Air Heater/Air Conditioner**<br>With radiator mounted condenser, dedicated side window defrosters, Bi-Level Heater/Defroster Controls, 54,500 BTU/HR, and silicone heater hoses. | 0 | **0** |
| 7410040 | O | **Outside Sunvisor - Stainless Steel**<br>Not available with 2.1M high roof sleeper. | 366 | **4** |
| 7560100 | O | **Mirrors SSTL Each Side Heated and Motorized**<br>with Switch on Door. | -30 | **-7** |
| 7561450 | O | **(4) Convex 8 Inch SSTL Mirrors; (2) Center**<br>These optional convex mirrors provide enhanced rearward visibility by allowing the driver to see the operation of front-end loader arms or other obstacles that may interfere with operation in refuse services. The mirrors have an off-center mounting that maximizes adjustability for field of view.<br>Dual door stops are included with these mirrors for added protection to the mirrors during cab entry and exit.<br>Includes 4 convexed 8" stainless steel mirrors and 2 center mounted under (heated) and 2 center mounted over mirror bracket (non-heated). Includes dual door stops. | 132 | **4** |
| 7610020 | S | **(1) Air Horn 15" Painted**<br>Mounted under cab. | 0 | **0** |
| 7722120 | O | **ConcertClass, AM/FM, Weatherband, 3.5 Aux** | 467 | **10** |
| 7725740 | O | **Midlevel Speaker Package For Cab**<br>(4) Speakers | 135 | **6** |
| 7728020 | O | **Bluetooth Located On Driver Side** | 0 | **0** |
| 7728030 | O | **Radio Mute When In Reverse**<br>For automatic or automated transmission | 0 | **0** |
| 7728040 | O | **Bluetooth Phone and Audio Requires USB Port** | 62 | **0** |
| 7728050 | O | **USB Port** | 62 | **0** |

| Sales Code | Std/ Opt | Description | $ List | Weight |
|---|---|---|---|---|
| 7788055 | S | **SmartLINQ Remote Diagnostics**<br>SmartLINQ is Peterbilts proprietary remote diagnostics service which monitors the engine and aftertreatment for diagnostic codes providing real-time code analysis maximizing vehicle uptime and strengthening the fleets partnership with their dealer. SmartLINQ provides fault coverage for over 800 codes, a customizable email notification for 116 codes plus a web portal to manage your entire fleet included at no additional charge. SmartLINQ is compatible with any telematics system and doesnt require a specific fleet management system. For those whose customers utilize PeopleNet, the pre-wire with remote diagnostics will provide a more integrated solution utilizing the existing SmartLINQ modem. For those whose customers utilize other fleet services products, the existing pre-wire option for the other fleet service devices will continue to be available. Standard on Class 8 engines and available on Models 348, 337, 330 and 325 with a PX-9, PX-7 or Cummins Westport natural gas engine. | 0 | **0** |
| 7788058 | O | **24 Months SmartLINQ Subscription**<br>Cummins Engines. | 0 | **0** |
| 7850770 | O | **Pre-Wire Cab 3rd Eye Vision System** | 1,077 | **0** |
| 7850780 | O | **Pre-wire Chassis for 3rd Eye Vision System** | 1,821 | **0** |
| 7851330 | O | **Cab Tilt Pump Air Assist** | 512 | **0** |
| 7851870 | O | **Rain Gutters Over Driver and Passenger Doors** | 76 | **8** |
| 7852150 | S | **Peterbilt Pantograph Windshield Wipers**<br>With intermittent feature. | 0 | **0** |
| 7900090 | O | **Triangle Reflector Kit, Ship Loose**<br>Florescent triangle emergency road flares are designed to meet and exceed all DOT standards. | 30 | **13** |
| 7900270 | O | **Fire Extinguisher, Cab Mounted**<br>Hazmat approved UL listed/rated ABC | 75 | **12** |
| 7900401 | O | **Cruise Control Inactive With Wipers On** | 0 | **0** |
| 7901090 | O | **Ecco DS-1500 Reverse Motion Sensor**<br>Use with backup alarm | 318 | **1** |
| 7901140 | O | **Backup Alarm (87-112 DB)**<br>Variable adjusting | 129 | **6** |
| 8011850 | S | **Transmission Oil Temperature (Main)**<br>Located in Digital Cluster Display. | 0 | **0** |
| 8021315 | S | **Air Restriction Indicator**<br>Mounted on exhaust stanchion | 0 | **0** |
| 8070260 | O | **Switch To Deactivate ATC Traction Control**<br>Bendix ATC is required on the specification. Switch is to temporarily disable the Traction Control in extreme conditions such as snow, ice or mud. The ATC warning light will display in a constant state. | 0 | **0** |
| 8070880 | O | **Main Instrumentation Panel (Gas Engine)** | 0 | **0** |

| Sales Code | Std/ Opt | Description | $ List | Weight |
|---|---|---|---|---|
| | | Digital Cluster 7" Display includes: Physical (Analog) - Speedometer, Tachometer, Oil Pressure, Coolant Temp and Display Gauges - Fuel Level, Volts Telltale, OAT and Primary Air Pressure, Secondary Air Pressure for air brake trucks. | | |
| 8110090 | S | **Headlights Single Rectangular Halogen** | 0 | **0** |
| 8120570 | S | **(5) LED Clearance With (2) LED Marker Lights**<br>Includes (5) lights mounted on roof of cab and (1) cab side marker light mounted in front of each cab door | 0 | **0** |
| 8133900 | S | **None Furnished Stop/Tail/Backup Lights**<br>Available with full truck only, not available with tractor | 0 | **0** |
| 8133960 | O | **Daytime Running Lights**<br>The brake interlock turns the daytime running lights off when the parking brakes are engaged. This is required on all Canadian vehicles. | 61 | **0** |
| 8134160 | O | **Self-Canceling Turn Signal** | 0 | **0** |
| **Paint** | | | | |
| 8500710 | S | **Standard Paint Color Selection** | -200 | **0** |
| 8530770 | O | **(1) Color Axalta Two Stage - Cab/Hood**<br>Base Coat/Clear Coat<br>N85020 A - L0006EY WHITE<br>N85500 CAB ROOF L0006EY WHITE<br>N85200 FRAME L0001EA BLACK | 0 | **0** |
| **Shipping Destination** | | | | |
| **Options Not Subject To Discount** | | | | |
| 9400090 | S | **Peterbilt Class 8 Standard Coverage**<br>1 year/100,000 Miles (160,000 km) | 0 | **0** |
| 9407147 | O | **Fuel Price Index Factor $486 NET** | 486 | **0** |
| 9408982 | O | **Vehicle Layout**<br>Option is not subject to discount. Fleets will be split prior to build so that the charge is applied to only one unit. Quotes will not reflect this. | 1,500 | **0** |
| **Miscellaneous** | | | | |
| 9409055 | O | **State Registry: California** | 0 | **0** |
| 9409843 | O | **Peterbilt Sourcewell Program Code** | 0 | **0** |
| **Promotions** | | | | |
| **Order Comments** | | | | |

| | |
|---|---|
| **Total List Price (W/O Freight & Warranty & Surcharges )** | $291,220 |
| **Marketing and Service Support Fee** | $1,095 |
| **Prepaid Freight** | $4,300 |
| **Total Surcharge/Options Not Subject To Discount** | $1,986 |
| **Total Weight** | 17,201 |

## Prices and Specifications Subject to Change Without Notice.

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in CRM.

***PRICING DISCLAIMER***

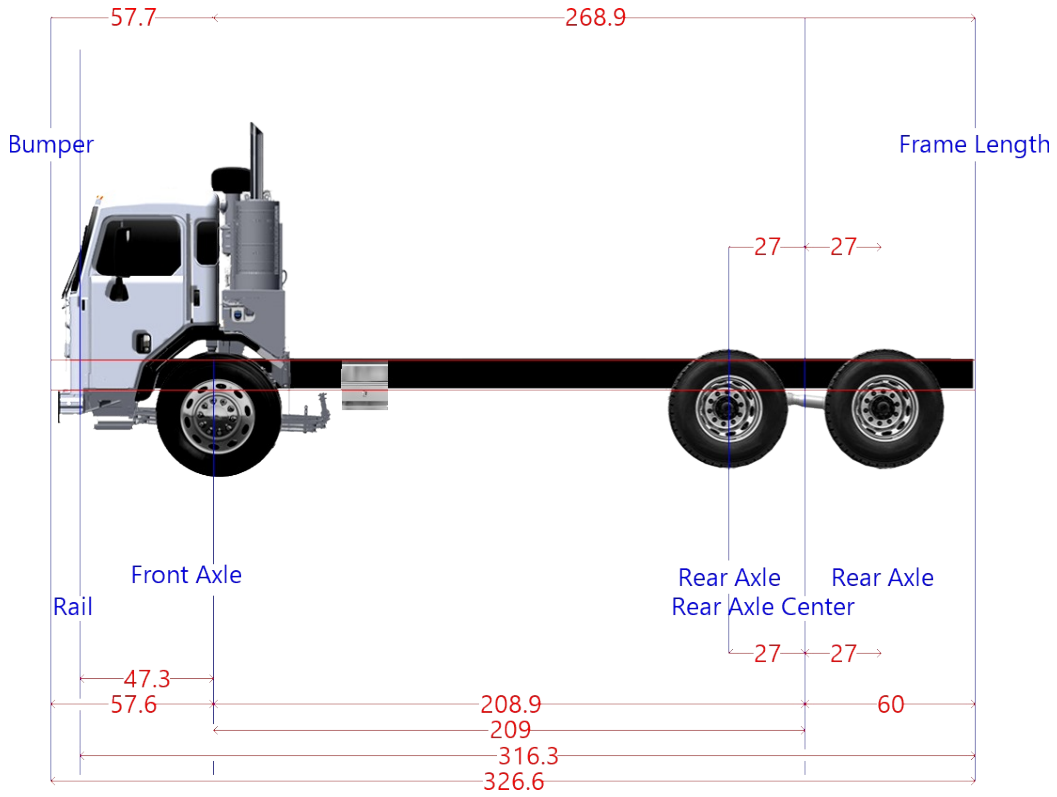
*While we make every effort to maintain the web site to preserve pricing accuracy, prices are subject to change without notice. Although the information in this price list is presented in good faith and believed to be correct at the time of printing, we make no representations or warranties as to the completeness or accuracy of this information. We reserve the right to change, delete or otherwise modify the pricing information which is represented herein without any prior notice. We carefully check pricing specifications, but occasionally errors can occur, therefore we reserve the right to change such prices without notice. We disclaim all liability for any errors or omissions in the materials. In no event will we be responsible for any damages of any nature whatsoever from the reliance upon information from these materials. Please check your order prebills to confirm your pricing information*

**Shipping Destinations**

**Intermediate Destination:** NONE

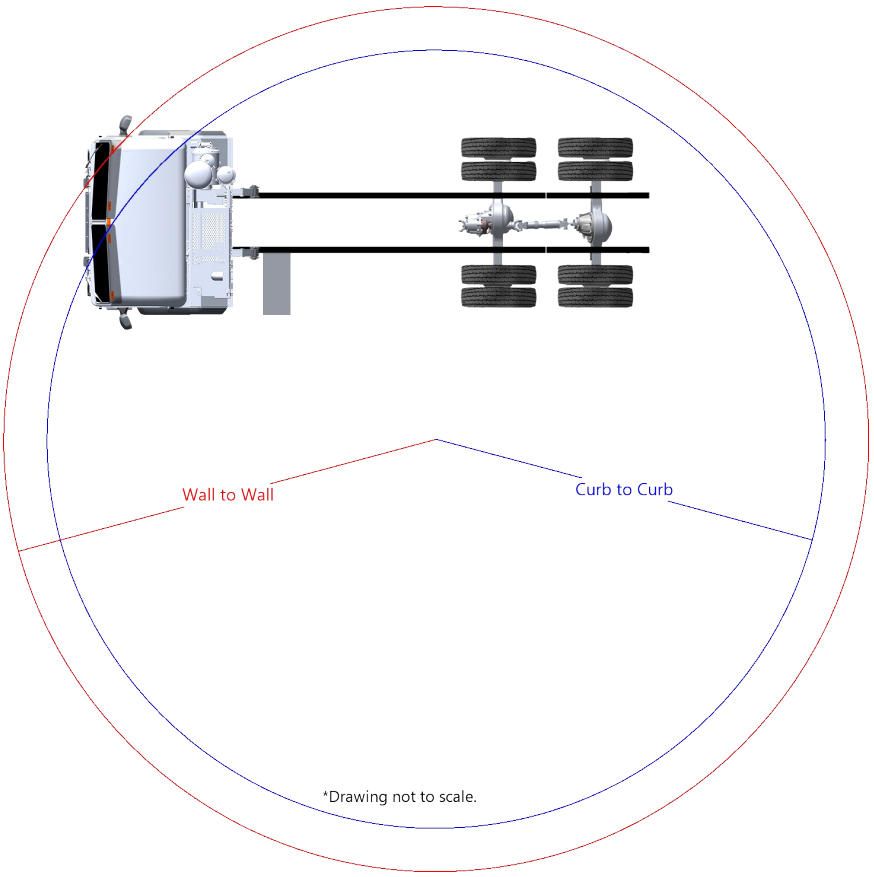
| Final Destinations | Quantity |
|---|---|
| C642 - Rush Pblt Trk.Ctr. Yuma<br>3382 East Gila Ridge Dr<br>Yuma, Arizona 85365 | 1 |

## HORIZONTAL DIMENSIONS




| Dimension | Measurement | Start | End |
|---|---|---|---|
| Axle Spacing | 54 | 182 | 236 |
| Bumper to Back of Cab | 57.7 | -57.6 | 0.1 |
| Bumper to Front Axle | 57.6 | -57.6 | 0 |
| Bumper to Front Frame | 10.3 | -57.6 | -47.3 |
| Cab to End of Frame | 268.9 | 0.1 | 269 |
| Cab to Rear Axle | 208.9 | 0.1 | 209 |
| Effective Bumper to Back Of Cab | 57.7 | -57.6 | 0.1 |
| Frame Length | 316.3 | -47.3 | 269 |
| Front Axle to Back of Cab | 0.1 | 0 | 0.1 |
| Front of Frame to Axle | 47.3 | -47.3 | 0 |
| Load Space | 268.9 | 0.1 | 269 |
| Overall Length | 326.6 | -57.6 | 269 |
| Overhang | 60 | 209 | 269 |
| Pusher Offset #1 | 0 | 182 | 209 |
| Pusher Offset #2 | 0 | 182 | 209 |
| Pusher Offset #3 | 0 | 182 | 209 |
| Tag Offset | 0 | 209 | 236 |
| Wheelbase | 209 | 0 | 209 |

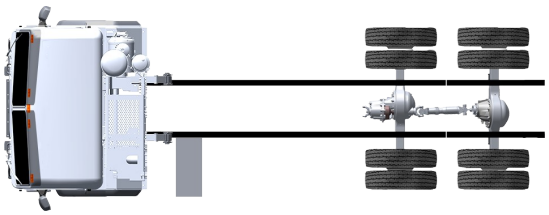
# TURNING RADIUS




| LEFT TURN RADIUS | | RIGHT TURN RADIUS | |
|---|---|---|---|
| **Curb to Curb** | 29.3 | **Curb to Curb** | 30.1 |
| **Wall to Wall** | 32.1 | **Wall to Wall** | 32.9 |

| VEHICLE SUMMARY | | | |
|---|---|---|---|
| **Truck** | Model 520 / Full Truck | **Wheelbase** | 209 |
| **Axle** | Dana Spicer D2000F 20,000 lb, 3.5 in. Drop | **Weight** | 17201 |
| **Tire** | FF: GY 20ply 315/80R22.5 G289 WHA | | |
| **Wheel** | FF: Alcoa 89U637 22.5 X 9.00 High Polish | | |

# FRAME LAYOUT



**Note**: The image displayed is representative only. It should not be construed as a layout diagram. Dimensions and components are not to scale.

**Selected Options** (Wheelbase: 209)

| Sales Code | Description | Length | Side |
|---|---|---|---|
| 5532010 | No Fuel Tank/Fuel System Provided, CNG Only | 0 | ?? |
| 6011070 | Aluminum Battery Box LH Frame Mtd Back-of- Fender | 16.5 | Left |

520

## DEALER SUPPORT

With more than 300 dealer locations in the United States and Canada, Peterbilt's extensive dealer network means you or your driver is never far from Peterbilt parts, service and sales expertise.



PACCAR FINANCIAL

PACCAR Financial provides the financing and insurance tools that are key to the success of any trucking operation and will work with your Peterbilt dealer to customize a financing package that suits your needs.

PacLease

This full-service leasing program offers contract maintenance, logistics services, insurance, fuel tax reporting and other support services available to PacLease customers.

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# 520

# STREET TOUGH MEETS STREET SMARTS.






PACCAR MX-11

**POWER AND PERFORMANCE**
A PACCAR MX-11 engine provides outstanding power in a lightweight and fuel-efficient design and is available with up to 430 horsepower and 1,650 lb.-ft. of torque.

Peterbilt's new Model 520 is built to withstand the harsh demands of the refuse industry. The rugged, aluminum cab delivers best-in-class durability for increased uptime and bulkhead-style doors for maximum durability and corrosion resistance. Powered by the fuel-efficient PACCAR MX-11 engine, the Model 520 provides outstanding performance. Natural gas configurations include both 9- and 12-liter engine options. New headlamps, with standard halogen bulbs and optional LEDs, provide outstanding brightness and coverage with less driver eye-fatigue. The distinguished new grille accommodates pantograph wipers, providing significantly more coverage for improved visibility. An impressive 44-degree wheel cut allows drivers to easily maneuver in congested urban environments and tight city streets. Whether commercial or residential, the new Model 520 provides the tools your drivers need to succeed day in and day out.



## SUPERIOR INTERIORS.

The Model 520 features a newly redesigned cab that delivers versatility, comfort and ergonomics and is available in left-hand drive; right-hand drive; dual sit drive and right-hand stand-up configurations. Center console sides are now angled, providing operators easy visibility and access to controls from either side. An enhanced HVAC system improves airflow and climate control in the cab.





*The 520 interior features an ergonomic dash design with LED backlit gauges, a driver information display for critical vehicle data and rocker switches within easy reach for maximum driver comfort and productivity.*



**VISIBILITY**
*New pantograph wipers (highlighted in orange) provide 27% more coverage for improved visibility and safety.*



**HEADLAMP TECHNOLOGY**
*Two headlight technologies are available for the Model 520: halogen bulb lamps and optional LED lamps. Both provide outstanding brightness and coverage.*



**RELIABILITY**
*The redesigned cab features a large center console that provides improved connectivity for body controls and allows for easier access for maintenance and repairs.*




**SmartLINQ™**
*Peterbilt's SmartLINQ™ remote diagnostics system provides real-time notifications when a diagnostic code is activated and helps eliminate unscheduled downtime and maximize profitability.*

*For more information on the new Model 520, contact your local Peterbilt dealer or visit **www.peterbilt.com**.*

Peterbilt

Rush Truck Centers of California, Inc. dba Rush Truck Center, Los Angeles
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# Model 520 ProBilt Duel Steer Standard Features

*(Base Model Option Code 0005201)*



## FRAME

- Steel rails with gussets to maximize RBM.
- Huck bobtail fasteners provide a consistent and durable clamping force up to 600% greater than bolted frames. Tamper resistant round head and collar offers improved paint adhesion and corrosion resistance. Swage indicating features on collar allows for visual inspection of clamped joint.
- 3-piece C-Channel removable crossmember with cast gussets for serviceability.
- Rubber-lined clamps along frame rail to protect air & electric lines routed in frame.
- Chassis hose and wiring bundles conveniently routed through gussets provides protection for lines.
- Front wheel mudflaps reduce road spray, help maintain a cleaner truck and better visibility.

## STEER AXLE

- Set back front axle configuration provides exceptional maneuverability with a tight turning radius.
- Factory front axle alignment to improve handling and reduce tire wear.
- Zerk fittings on tie rod ends, kingpins, and draglink ball joints for ease of maintenance and help extend service life of components.
- Standard oil seals for long lasting leak protection.
- Cognis EMGARD® Synthetic Axle Lube reduces wear and extends maintenance intervals, resulting in increased uptime. Provides improved fluid flow to protect components in extreme cold conditions and withstand the stress from high temperatures, extending component life.
- Glidekote splines on steering shaft extend service life of components.
- Back of cab mounted power steering reservoir for easy access.

**DRIVE AXLE**

- Laser factory axle alignment (accurate to .030 of an inch) to improve handling and reduce tire wear.
- Magnetic rear axle oil drain plug captures and holds any metal fragments in drive axle lube to extend service life.
- Parking brakes on all drive axles for optimal performance.
- Cognis EMGARD® Synthetic Axle Lube reduces wear and extends maintenance intervals, resulting in increased uptime. Provides improved fluid flow to protect components in extreme cold conditions and withstand the stress from high temperatures, extending component life.

**ENGINES & RELATED SYSTEMS**

- Selective Catalytic Reduction (SCR) System provides the most fuel efficient, reliable and cost effective solution to the 2010 EPA regulations. The SCR system consists of several new standard components on the truck - a dosing pump, a DEF tank, an injector and the SCR ammonia catalyst.
- Chevron Delo 400 LE SAE 10W30 engine oil is specially formulated for new low emissions engines.
- Magnetic engine oil drain plug captures and holds any metal fragments in engine oil to extend service life.
- Silicone radiator and heater hoses enhance value, durability and reliability.
- ClimaTech extended life coolant extends maintenance intervals which reduces maintenance costs.
- Back of cab mounted radiator coolant surge tank with coolant level view tube for quick and easy access.
- Low coolant level sensor warns of low coolant condition to prevent engine damage.
- Constant tension and torque band clamps reduce leaks.
- Thermal fuse in the air conditioning compressor clutch allows the pulley to free spin in the event of a compressor failure, thus reducing belt wear and vehicle downtime.
- Weather pack silicone sealed electrical chassis connectors enhance value, durability and reliability.
- 12 Volt System with circuit protection for reliable easy maintenance and service.
- High efficiency cooling system provides a large surface area for heat exchange.
    - Without FEPTO - 1242 sq. in. frontal area
    - With FEPTO - 1194 sq. in. frontal area
- Composite fan is light-weight but strong and corrosion resistant.
- Full fan shroud, ring and rubber boot improves under hood airflow and provides a robust fan-to-radiator shroud interface for greater cooling capacity.
- Anti-freeze effective to -30 degrees F helps protect the engine.
- Maintenance free 12V batteries provide reliable power for starting and accessories.
- Stranded copper battery cables are double aught (00) or larger to reduce resistance.
- Molded rubber air intake connections with lined stainless steel clamps seal to prevent contaminants in air intake.

- Polished stainless steel removable grille with a distinctive punched oval grille pattern provides a durable bright finish.
- Stainless steel flex exhaust tubing & clamps provide durability.
- Transverse back of cab above rails DPF packaged to maintain optimized body mounting position.
- 5" diameter chrome plated steel standpipe cools exhaust for safety.

**TRANSMISSION & RELATED SYSTEMS**

- Synthetic lubricant to reduce friction, improve efficiency and extend component life.
- Magnetic transmission oil drain plug captures and holds any metal fragments in transmission oil to extend service life.
- Coated driveshaft splines extend service life.
- Configured clutch with manual transmission to simplify the truck order process and provide optimal performance.

**AIR SYSTEM**

- Engine mounted air compressor with remote mounted air system filter dryer to reduce moisture in air system components.
- Teflon-lined, stainless steel braided compressor discharge hose provides long service life in high operating temperatures.
- Schrader valve for charging of air system from external source.
- Framed HVAC filter is easy to service.

**FUEL TANKS**

- Aluminum fuel tanks with heavy-duty aluminum brackets and stainless steel straps.
- Single fuel tank will receive a single draw / single return fuel system.
- Top draw fuel plumbing reduces chance of introducing air into the fuel system during low fuel level conditions due to the central placement of the fuel pickup tube.
- Optimized filler neck location for access and safety.
- Paddle handle filler cap with threadless filler neck
- Wire braid fuel lines increase durability and reduce potential for leaks.

**ELECTRICAL SYSTEM**

- Multiplex electrical design utilizing the industry standard J1939 data bus that sends multiple signals over a single wire instead of having an individual wire for each function. This allows each component (engine, transmission and instrumentation) to communicate to each other. This design improves reliability and offers increased functionality.
- Braided chassis harness cover provides durability.
- Convoluted tube covering on harnesses protects from chaffing.
- Wires numbered every 4 inches or less for ease of serviceability.
- Power distribution center in cab is centrally located in a protected environment for easy access.

**CAB STRUCTURE & DIMENSIONAL INFORMATION**

- Roof cap and windshield mask are constructed of fiberglass material.
- LH/RH floor are constructed of fiberglass material.
- Doghouse is constructed of fiberglass material.
- Lower LH/RH front fascia are manufactured using aluminum material.
- Backwall and B-pillars up to roof cap comprised of aluminum material.
- Sub frame is manufactured from steel with a zinc coating.

**520 PROBILT CAB**

| Dimensional Information | | | | |
|---|---|---|---|---|
| Location | Windows | Windshield | Cab Area | Seat |
| Corner Windows | 297 Square Inch | | | |
| Windshield Glass | | 2784 Square Inch | | |
| Door Window Glass Includes Vent Windows | 1289 Square Inch | | | |
| Window Door Glass (Height x Width) | 22.1 Inches x 21.7 Inches | | | |
| Interior Cab | | | 116 Cubic Feet | |
| Floor to Ceiling Clearance | | | 60 Inches | |
| Doghouse to Door Clearance | | | 22 Inches | |
| Driver's Seat to Headliner | | | | 43 Inches |
| Driver's Seat to Dash (Right Drive) | | | | 32.5 Inches |
| Driver's Seat to Windshield | | | | 43 Inches |
| Driver's Seat Back to Steering Wheel w/Column in Straight Up Position | | | | 20 Inches |
| Top of Seat Cushion to Floor Height at Brake Pedal | | | | 20 Inches |

**CAB**

- Durable 96” wide cab with steel structure for added strength and light-weight aluminum skins to help prevent corrosion.
- Two-piece windshield for cost effective windshield replacement.
- 65° cab tilt with heavy duty cab jack hydraulically operated enhances maintenance and serviceability.
- Four point rubber cab mounting.
- One piece fiberglass roof reduces potential for leaks.
- Lap seam construction and aircraft fasteners has greater clamp load than rivets.
- Bulkhead style doors provide virtually water-tight, rattle-free performance.
- Extruded aluminum door frames for strength and durability.
- Full length, heavy-duty piano-type stainless steel door hinges and pins provide durability.

- 90° door opening with two grab handles on each side provides easier entry and egress cab access.
- Bolt-on cab entry step for easy and economic replacement.
- Rear cab corner windows.
- Tinted safety glass throughout.
- Vertical-parked windshield wipers with intermittent wiper function.
- Outside air temperature display on tachometer for driver convenience.

**CAB INTERIOR**

- Door mounted armrests for driver comfort.
- Door panels with power controls for windows and mirrors.
    - Left hand steer and right hand steer will receive power windows on both doors.
    - Dual steer will receive a manual roll down window on the left hand door.
- Ergonomic Dash
- Large center console
- Rubber floor mats
- Padded headliner for improved thermal and acoustic performance.
- Headliner includes HVAC controls and 12V power connection behind the center header cover.
- Header and over-door storage
- (2) LED dome lights in Headliner, (2) LED over-the-door lights and (1) large LED light on back wall.
- Removable instrument panel with speedometer message center
- Steering wheel with Peterbilt Logo and tilt/telescoping column.
- Self-canceling turn signals.
- Retractable three-point seatbelts
- Windshield shade provide protection from the glare of the sun and other objects.

**LIGHTS**

- Single rectangular halogen headlights
- 5 LED Clearance Lights with 2 LED Marker Lights

**DASH & INSTRUMENTATION**

- Key start ignition
- Ignition and doors keyed alike for driver convenience.
- Driver Information Display
- Electronic speedometer includes odometer, two trip odometers, engine hourmeter and clock with alarm
- Electronic tachometer
- Voltmeter
- Primary and secondary air pressure gauges
- Engine oil pressure gauge
- Fuel level gauge

- Standard warning lights with audible alarm for high coolant temperature, parking brake, Interaxle differential lockout (for tandem axles), low oil pressure and low air pressure
- Warning indicators for low air pressure, low oil pressure and high coolant temperature
- Cruise control for driver convenience.
- Parking brake control valve
- Wiper/Washer controls
- Head lights, clearance lights, fan clutch override and dimmer switches
- Standard 12V power & ground behind center header which can be used to wire in a CB
- Standard Body Connections

**PAINT**

- DuPont Imron Elite two-stage non-metallic paint, one color cab / hood

# CLASS 8

## Warranty
## Quick Reference Guide

**This is a Quick Reference Guide "ONLY"**

It is an itemized general listing of the components and/or items used in the assembly of a Peterbilt Vehicle and their respective level of warranty coverage. This list is NOT to be construed as all-inclusive.
Refer to the complete text of the Peterbilt Warranty Agreement Cat. No.5201, 5278, 5018 for specific details on the terms, conditions and limitations of said agreement.

## BASIC VEHICLE WARRANTY

**12 Months / 100,000 Miles / 160,000 Kilometers whichever comes first**

- Air Cleaner System (Excludes Filter Element)
- Air Conditioner System
  - Accumulator
  - Actuators, HVAC
  - Blend, Mode, Fresh Air Doors
  - Blower Motor & Wheel
  - Coil, Heater
  - Compressor, Freon
  - Condenser
  - Control, HVAC
  - Drain Valve & Hose
  - Expansion Valve
  - Evaporator
  - Freeze Control Switch
  - Hardlines, Refrigerant
  - Heater Hoses & Clamps
  - Low/High Pressure Switches
  - O-rings
  - Receiver -Dryer
  - Resistor
- Airshield
- Air System
- Air Compressor (Bendix)
- Air Dryer & Purge Valve
- Air Governor
- Air Tank & Drain Valve
- Alternator
- Antenna
- Auxiliary Heater Assembly (Espar)
- Auxiliary Transmissions
- Battery (PACCAR)
- Battery/Tool Box Assembly
- Battery Hold Downs
- Brake
  - Chamber
  - Camshaft
  - Spider
  - Drum (Excludes Scored or Heat Checked)
- Bumper (Includes Aerodynamic Type)
- Cab
  - Heater and Duct
  - Side Extender
  - Skirt
  - Water Leak
  - Tilt Mechanism (Includes Pump)
- Charge Air Cooler
- Charge Air Cooler Hoses & Clamps
- Circuit Breakers
- Clamps, Turbocharger Air Inlet
- Clock (Analog / Digital)
- Clutch, Clutch Linkage
- Collision Avoidance System
- Control Cable
- Cooling Module
- Cruise Control Component
- Deck Plate Lamp
- DEF Heater Control Relay
- DEF Heater Coolant Control Valve
- DEF Heated Lines
- DEF Heating Elements
- DEF Heating Fittings on Supply Module
- DEF Lamp
- DEF Tank
- Door Latch, Lock and Hinge
- Door Pad and Soft Trim
- Driveline, U-Joint and Center Bearing
- Driveline Midship Plate
- Electrical Power Distribution Box
- Electrical Printed Circuit & Harness (Excludes Fuse)
- Engine Related Components
  - Engine Brake (PACBrake)
  - Dipstick and Tube
  - Fan, Fan Clutch and Sending Unit
  - Fan Shroud
  - Heater
  - Manufactured Messaging Products
  - Mount
  - Shutdown System
- Exhaust Stanchion
- Exhaust piping, clamps, gaskets
- Fairing
- Fuel
  - Tank
  - Tank Strap, Cap and Vent
  - Fuel Water Separator and/or Heater
  - Gauge and Sending Unit
- Heat Shield
- Hood Assist Spring and Hook
- Horn - Air or Electric
- Hose and Fitting (Excludes Rubbed or Loose)
- Hub Assembly (Excludes Bearing & Races)
- Hub Caps
- Hubometer
- Ignition Timer
- Instruments
- Lift/Tag/Pusher Axle
- Lift/Tag/Pusher Suspension
- Light Fixture (Excludes Bulb)
- Mirror
- Mud Flap Bracket (Excludes Mud Flap)
- Muffler
- Muffler Clamps
- Muffler Standpipe
- Navigation System (Smart Nav)
- Plating (Includes Chrome)
- Power Steering Pump
- Power Steering Reservoir
- Quarter Fender
- Radiator (Includes Header Gasket)
- Radiator Cap
- Radiator Mounting Brackets
- Radiator Mounting Bushings
- Radiator Tie Rods
- Radio/CB (Unlimited Mileage)
- Seat Assembly
- Seat Belt
- Seat Structure
- Shift Control
- Shock Absorber
- Slack Adjuster
- Sleeper Boot
- Sleeper Extender
- Speaker
- Starter
- Steering
  - Shaft and U-Joint
  - Drag Link
  - Gear Mounting Bracket
  - Pitman Arm
- Steering Wheel and Column
- Step
- Supplemental Restraint System (Rollover Airbag)
- Suspension
  - Axle
  - Beams
  - Dowel Pin
  - Height Control Valve
- Suspension - Continued
  - Height Control Valve Bracket
  - Height Control Valve Linkage
  - Shock Bracket & Stud
  - Spring, Air
  - Spring Bracket
  - Spring, Leaf
  - Spring Pin
  - Spring Saddles
  - Spring Shackle & Pins
  - Tie Rods
  - Tracking Rods & Brackets
  - U-Bolts & U-Bolt Saddles
- Cab
  - Height Control Valve
  - Height Control Valve Bracket
  - Height Control Valve Linkage
  - Spring, Air
- Sleeper
  - Height Control Valve
  - Height Control Valve Bracket
  - Height Control Valve Linkage
  - Spring, Air
  - Suspension Bushings
- Switches
- Throttle Linkage and Cable
- Transfer Case
- Transmission Shift Control & Oil Cooler
- Turbocharger Piping, Clamps & Gaskets to Inlet of SCR
- Upholstery (Excludes Wear)
- Valve, All
- Vent - Fresh Air
- Visor (Outside and Inside)
- Weather Stripping
- Wheel Bearing (Wear Not Covered)
- Window Defroster Fan
- Window Lift (Includes Power Lift)
- Window Regulator
- Windshield Washer
- Wiper Arm (Excludes Wiper Blade)
- Wiper Motor and Control Valve
- Wiring and Connectors (Excludes Rubbed or Loose)

## PAINT

| | |
|---|---|
| - Cab, Hood, Sleeper Paint | 12 Months 100,000 Miles / 160,000 Kilometers |
| - Frame Paint - Black Only | 12 Months 100,000 Miles / 160,000 Kilometers |
| - Frame Paint - All colors other than black | 6 Months 50,000 Miles / 80,000 Kilometers |
| - Frame Paint - Aluminum, Polished, Painted Cap Finishes | 6 Months 25,000 Miles / 40,000 Kilometers |

## MAJOR COMPONENTS
**36 Months or 300,000 Miles/480,000 Kilometers whichever shall occur first. 100% Parts and Labor**

**Axle -** Eaton, Meritor and Dana Spicer Axles, Non-Driving and Driving, Single Speed, On-Highway with a Capacity of 46,000 Lbs. or Less (Includes Axle Input and Output Seals)(Excludes Axle Shaft Flange Gaskets, Brake Drums, Brake Shoes, Filters, Hub Assemblies, Hub Caps and Gaskets, Wheel Bearings and Wheel Seals)
**Brakes –** Bendix and Meritor (except air Disc Brakes)
Applies to Brackets, Cam Shafts, Slack Adjusters and Spiders
**Cab, Hood, Hood Half-Fenders, and Sleeper Structure**
Cab Fasteners (Excludes Add-On Aerodynamic Devices)
**Sheppard and TRW Steering Gears**
**Manual Transmissions** (Excludes Oil Coolers and Shift Controls)
**Eaton Auto Shift Transmission**

## FRAME RAILS, GUSSETS, CROSSMEMBERS AND CAB / HOOD / or SLEEPER CORROSION
**60 Months or 500,000 Miles/800,000 Kilometers whichever shall occur first. 100% Parts and labor**

Frame Side Rails, Crossmembers, Gussets, A-Braces

Cab, Hood and Sleeper perforation caused by corrosion from within. Corrosion warranty applies to perforation - an actual hole in a cab, hood or sleeper panel due to corrosion. Warranty does not apply to corrosion caused by damage to a cab panel or finish paint.

## OTHER COVERAGES
**12 Months or 50,000 Miles/80,000 Kilometers whichever shall occur first. 100% Parts and Labor**

Axle Shaft Flange Gaskets
Hub Cap Gaskets
Wheel Seals (Except LMS)
All Gaskets and Seals not specified above

## General Warranty Exclusions

- The following components are warranted directly to you by their respective manufacturer, and are not warranted by Peterbilt Motors Company: Engine and Engine Manufacturer's Accessories, Engine Brake (except PAC Brake), Automatic Transmissions, Tires, Tubes, Fifth Wheel, Pintle Hooks, Hitch, Wheels and Batteries not listed.
- Peterbilt does not warrant antifreeze, lubricants, bulbs, fuses, filters, mud flaps, reflectors, winter fronts, wiper nozzles or wiper blades. Trade accessories such as fire extinguishers, chains, emergency kits and tools are not warranted.
- Peterbilt is not responsible for storage deterioration, wear, and changes in adjustment resulting from normal service. This includes brake and clutch linings, drive belts, wheel balance and axle alignments or upholstery.
- Peterbilt does not warrant metallic chassis (frame) paint. Peterbilt is not responsible for paint chipping or fading, peeling from frame bolts relating to maintenance, or paint peeling from road chemical damage.
- Damage due to accident, misuse, negligence, improper or inadequate maintenance, or unauthorized modification is not warranted. Failure of replacement parts used to repair above conditions are not warrantable.
- Vibrations, squeaks, fitting and hose leaks, unusual noises, rattles, loose nuts/bolts and hose and electrical connections can develop during the early shakedown trips of the vehicle. Up to 25,000 miles/40,000 kilometers, but not later than 90 days after date of delivery, the necessary adjustments will be made without charge. Such developments after this period are usually the result of use and are not warrantable items.
- Peterbilt is not responsible for damage resulting from engine horsepower/torque upgrades.

## NON - WARRANTABLE COMPONENTS/ITEMS

**# File with Engine Manufacturer**

# Engine (see engine coverage)
# Engine Accessories
# Air Compressor (Engine Manufacturer)
Add-on Aerodynamic Device (Dealer Installed)
Antifreeze Solution
Automatic Transmission (Allison)
Brake Lining
Bulb
Fifth Wheel
Filter Element
Fire Extinguisher
Flag and Flare Kit
Fuel
Fuse
Headlight and Light Bulb
Lubricant
Mudflap
Pintle Hook
Non-Original Equipment
Power Converter
Reflector
Refrigerator
Tire
Tow Pin
Wheels
Winter Front and Bug Screen
Wiper Blade
Wiper Nozzle

## NON - WARRANTABLE:
WEAR, DETERIORATION and/or ADJUSTMENTS

Peterbilt assumes no responsibility for wear and/or Deterioration of parts or Changes in Adjustment as a result of Normal Service.

Examples:
Brake Adjustment
Brake Drum
Brake Lining
Bushings (Serviceable)
Clutch Facing
Engine accessory belt
Fuse
Key Fob
Wheel Bearings
Mattress
Paint Chip and/or Fade
Soft Trim and Upholstery
Stainless Steel Discoloration
Tightening a Bolt and/or Fitting
Wheel and/or Axle Alignment
Window and Windshield Glass

*This list is NOT to be construed as all-inclusive*

## NON - WARRANTABLE FUNCTIONS OR ACTS

Any Vehicle on Which the Odometer has been Altered
Any Vehicle that has been Altered or Modified in a Manner Unauthorized by Peterbilt
Damage Due to Accidents
Dyno Testing (Without Prior Regional Authorization)
Improper or Insufficient Maintenance Service
Misuse
Negligence
Storage (Includes Deterioration)
Towing and Road Calls
Transport
Troubleshooting and Road Testing

Rush Limited Warranty

NEW PRODUCTS – MANUFACTURER WARRANTIES ONLY. Any warranties on any new product(s) sold by Rush are limited only to any printed warranty provided by the applicable manufacturer of the product. EXCEPT FOR ANY SUCH WARRANTIES MADE BY MANUFACTURERS, THE PRODUCT(S) ARE SOLD WITHOUT ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EACH OF WHICH IS EXPRESSLY DISCLAIMED.

USED PRODUCTS – NO WARRANTIES. All used product(s) sold by Rush are sold on an "AS IS, WHERE IS" basis, without any warranties by Rush. EXCEPT FOR ANY MANUFACTURERS' WARRANTIES THAT MAY STILL BE IN EFFECT, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED.

LIMITED WARRANTY ON SERVICES. Rush warrants that all services performed by Rush for a customer, including repair, maintenance and installation services ("Services"), will be performed in a good and workmanlike manner ("Services Warranty"). The Services Warranty is valid for a period of ninety (90) days from the date the Service is completed. Customer's sole and exclusive remedy, and Rush's entire liability, under the Services Warranty is the repair of any nonconforming portion of the Services. RUSH PROVIDES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, CONCERNING ITS SERVICES. The Services Warranty is strictly limited to Services performed by Rush for customer. Rush does not warrant any services provided by any third-party. Any warranties are solely those that are provided by the third-party service provider.

# Ray Gaskin Service

# QUOTE

14572 Rancho Vista Dr
Fontana, CA 92335
www.raygaskinservice.com
Cell: 909-717-8005
Local: 909-574-7000
Prepared by: Bobby Ziello

DATE 10/10/2022
VALID FOR 90 days
TERMS

**CUSTOMER**

City of Redlands
1270 W Park Ave
Redlands, CA

| DESCRIPTION | | |
|---|---|---|
| New 2023 New Way 29yd Sidewinder ASL body | | |
| Front mount Vane pump | | |
| Painted Single Color (White N0006EX) | | |
| Standard 96 gallon arm with 6x6 chain | | |
| Third Eye 5 camera system. (Camera locations to match city of Redlands specs) | | |
| Whelen LED strobe Light package | | |
| All LED Lighting | | |
| LED Work lights (1 Hopper, 1 arm and 1fender facing rear) | | |
| LED Strobe lights upper tailgate | | |
| Triangle Kit and fire extinguisher 10LB | | |
| Hydraulic Crusher Panel | | |
| Hopper Access Ladder | | |
| Shovel and broom holder, Spill kit | | |
| Joystick controls, Rocker switches door mounted, Under seat rocker switches | | |
| Clean out door chutes dual sides | | |
| Remote grease lines at ground level | | |
| Tool box 18” x 18” 24” | | |
| Backing Decal on tailgate | | |
| Aluminum drip pan on tailgate | | |
| Chock block and holders mounted on both sides of the truck | | |
| Freight – Delivered to Rush Peterbilt Fontana | | |
| | | |
| | | |
| CNG Roof mount brackets for future CNG system install included | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| **Warranty**: Standard 2yr Warranty on Cylinders | | |
| Standard 1yr Warranty on Body, Hydraulics | | |
| **Paint**: Body Acrylic Urethane Enamel Color – Paint Code TBD | | |
| | | |

**TERMS AND CONDITIONS**

1. Does not include taxes or fees unless otherwise noted
2. Valid for 30 days unless otherwise noted
3. Please return after signing or submit PO to confirm

*Customer Acceptance (sign below):*

**x**_____**Date:**_____

Print Name:

10007 Elm Avenue
Fontana, CA 92335 USA

# Estimate

| Date | Estimate # |
|---|---|
| 12/07/2022 | 30722R4 |

| Name / Address |
|---|
| RUSH ENTERPRISES<br>8830 E. SLAUSON AVE<br>PICO RIVERA, CA<br>90660 |

| Description |
|---|
| (75) DGE ROOF MOUNT CNG SYSTEM WITH FRONT BUMPER FILL PORT<br>MOUNTED ON AN AMREP FEL OR ASL REFUSE TRUCK.<br><br>THE FOLLOWING ESTIMATE IS TO PROVIDE AND INSTALL THE CNG FUEL SYSTEM ON ONE (1) NEW CNG READY CHASSIS. THE PROPOSED SYSTEM WILL BE ROOF MOUNTED AND PROVIDE EIGHTY (80) DGE OF CNG FUEL. STARTER INTER-LOCK SYSTEM ON ALL FILL PORTS.***PRICING IS PREDICATED ON THE BODY/ROOF TRANSITION BRACKETS BEING PREVIOUSLY INSTALLED ON THE BODY BEFORE ARRIVING AT AGILITY***<br><br>FABRICATE, ASSEMBLE & INSTALL ROOF MOUNTED CYLINDER PACK, HIGH PRESSURE PLUMBING.<br>SYSTEM NUMBER 20414000 USING 16" X 100" 3600 PSI TYPE III OR IV CNG CYLINDER (INCLUDES MANUAL VALVE & PRD)<br>NECK MOUNTING BLOCK ASSY<br>AGILITY CUSTOM TANK MOUNTING STRUCTURE ASSM<br>ALUMINUM CYLINDER ENCLOSURE (COLOR MATCHED TO BODY)<br>HIGH PRESSURE FITTINGS & LINES WILL ST/ST<br>20071000 STANDARD FUEL MANAGEMENT MODULE (INCLUDES NGV-1 & TRANSIT FILL RECEPTACLE, FILTER, HPR, HIGH & LOW PRESSURE GAUGES, 1/4 TURN & LOCK-OFF SOLENOID & DE-FUELING PORT)<br>HARDWARE<br>CNG FUEL<br>FILL PORT MOUNTED IN THE CENTER OF THE BUMPER.<br>STANDARD WARRANTY<br>CNG SYSTEM WILL BE INSTALLED & FILLED WITH FUEL IN FONTANA, CALIFORNIA<br><br>TERMS NET 30 DAYS<br>PRICING VALID UNTIL FOR DELIVERIES PRIOR TO 12-31-2023<br>PRICING DOES NOT INCLUDE SALES TAX OR F.E.T.<br>F.O.B. FONTANA, CA |

| WE ARE YOUR CNG FLEET SERVICE SOLUTION! | | |
|---|---|---|
| **Scott Lucero**<br>**slucero@agilityfs.com 909-917-8026** | | |
| Phone # | Fax # | Web Site |
| (909) 350-7500 | (909) 350-9852 | www.agilityfuelsystems.com |

SW1207220437

| | |
|---|---|
| Date: | December 7, 2022 |
| To: | **City of Redlands** |
| Address: | 1270 W. Park Ave. # l Redlands, CA 92373 |
| Member ID# : | **18877** |
| Name: | Louie Miranda |
| Email: | Louie.Miranda@CityofRedlands.org |
| Phone: | (909) 798-7663 |
| Quote Expire: | January 31, 2023 |
| **Sourcewell:** | **Contract # 060920-PMC** |

Sourcewell Formerly NJPA Awarded Contract

RUSH TRUCK CENTERS

Peterbilt

**Rush Truck Centers**
8830 E. Slauson Ave. Pico Rivera, CA 90660
Contact: Ray Gamez Phone: (949) 355-4382
Email: GamezR@RushEnterprises.com

# Sourcewell Quote Sheet

## DESCRIPTION

## 2023 Peterbilt 520

**Cummins CNG Engine with Allison Transmission**

| | | | |
|---|---|---|---|
| YEAR: | 2023 | TRANS.: | Allison 4500 RDS-P |
| MAKE: | Peterbilt | R. AXLE: | 44K |
| MODEL: | 520 | F. AXLE: | 20K |
| Body Type: | Rear Loader | PINTLE HITCH: | None |
| GVWR: | 64,000 lbs | PUSHER AXLE: | None |
| ENGINE: | Cummins L9N ( CNG ) | Wheels: | Aluminum |
| H/P: | 320 hp @ 1000 ft/lbs torque | FUEL TANKS: | 60 DGE |
| | | | |

| | | |
|---|---|---|
| **Model 520 Cab & Chassis** | | |
| List Price : ( **Per Specifications of DWP)** | | $286,499.00 |
| Model Sourcewell Discount: ( **See Pg. 2** ) | 25.00% | -$71,624.75 |
| Customer Price | | $214,874.25 |
| | | |
| **Sourced Goods** | | |
| Body: Newway Rear Loader | | $125,000.00 |
| Floor plan production per diem | | $6,639.87 |
| Chassis Engineering Frame Layout | | $1,500.00 |
| Fuel System: 60 DGE | | $36,196.00 |
| Spare Tires | | $2,500.00 |
| Camera System | | $10,200.00 |
| Post Body Install Inspection | | $1,600.00 |
| Delivery Wash | | $150.00 |
| Delivery Transport | | $500.00 |
| Transport: Yuma - Ray Gaskin | | $3,500.00 |
| Total | | $187,785.87 |
| | | |
| Model 520 Cab & Chassis | | $214,874.25 |
| Sourced goods | | $187,785.87 |
| Total | | $402,660.12 |
| | | |
| Sales Tax (8.75%) | | $35,232.76 |
| Admin Process - ( License/Title/Reg Exempt/Doc Prep/Filing ) | | $362.00 |
| Warranties: Cummins, Allison & R Gaskin 5 yrs, Eaton Rear Axle | | $7,176.00 |
| Tire Recycling Fee | | $17.50 |
| **Total Price** | | **$445,448.38** |

* 12% Ferderal ExciseTaxes Apply to State/Local Govt who are NOT Exempt *

# Sourcewell Customer Pricing CY2021-2024

**Peterbilt Motors Company Contract #060920-PMC** **September 1, 2022 REVISION**

| Model | Model 220 | Model 220EV | Model 535 | Model 536 | Model 537 | Model 548 |
|---|---|---|---|---|---|---|
| Example MSRP/Base List Price | $100,794 | $510,000 | $99,051 | $102,158 | $103,943 | $118,554 |
| CY2021-2024 Sourcewell DISCOUNT | 5% | 15% | | | | |
| **Sourcewell Customer Price** | $95,754 | $433,500 | $84,193 | $86,834 | $88,352 | $100,771 |

| Model | Model 365 | Model 367 | Model 567 | Model 579 | Model 579EV | Model 389 | Model 520 | Model 520EV |
|---|---|---|---|---|---|---|---|---|
| List Price | $194,999 | $209,086 | $202,862 | $213,784 | $670,000 | $209,300 | $220,522 | $690,000 |
| CY2021-2024 Sourcewell DISCOUNT | 25% | | | | | | | |
| **Sourcewell Customer Price** | $146,249 | $156,815 | $152,147 | $160,338 | $502,500 | $156,975 | $165,392 | $517,500 |

*Customer price includes cab & chassis, factory-freight, Pre-Delivery-Inspection (PDI) and dealer profit.

*Customer price **does not** include any flooring/interest charges, any applicable taxes (i.e. FET), and any components/services provided by the Peterbilt dealer after delivery from Peterbilt factory (i.e. body, manuals, training, doc fees, local-delivery, additional fuel/def, extended coverages, etc.)

- Due to global supply chain cost increases, all trucks are subject to a commodity surcharge of up to 10% of truck (cab & chassis) price (List price less Sourcewell Discount)
- All orders must be submitted at current price level. Current price level is 1/1/23. Note, this might change for second half of 2023.
- Canadian Peterbilt Dealers have the option to order chassis in Canadian or US Dollars.
- If ordered in US dollars, Canadian Peterbilt Dealers have the option to lock-in the exchange rate and have the truck invoiced in Canadian Dollars prior to build date. (typically 2 weeks before build date).
- Peterbilt/PACCAR-Canada provides Peterbilt Dealers the updated exchange-rate on a daily basis.
- PACCAR Treasury uses a daily average along with 6 month futures.

# SOURCEWELL PARTICIPATING DEALER AGREEMENT

## PETERBILT MOTORS COMPAY CONTRACT #060920-PMC

This Participating Dealer Agreement dated 11/23/20 is between PETERBILT MOTORS COMPANY, an unincorporated division of PACCAR Inc ("Peterbilt"), located in Denton, Texas and the Rush entities listed in the signature block ("Dealer"), with a corporate address at 555 IH35 South, New Braunfels, TX 78130.

**WHEREAS** Peterbilt has entered into an agreement ("Agreement") with Sourcewell dated November 15,2020 pursuant to which Peterbilt will sell to Sourcewell affiliated government and education agencies through participating Peterbilt dealers certain commercial vehicles subject to the terms and conditions set forth in the Agreement;

**WHEREAS** Dealer wishes to participate in the sale and service of such commercial vehicles to Source**well** affiliated government and education agencies ("Sourcewell Members") and agrees to be subject to the terms and conditions set forth in the Agreement;

In consideration of the mutual promises set forth herein, Peterbilt and Dealer agree to the following terms and conditions:

1. **Recitals.** The parties agree that the foregoing recitals are true and correct, and are hereby incorporated in and made a part of this agreement.

2. **Adoption of Obligations of Lessor**. Dealer hereby adopts and agrees to be bound by all the terms, conditions, and obligations of the Agreement, the terms and conditions of which are incorporated herein by reference, to the extent under the control of, and applicable to, Dealer as a vehicle dealer for Peterbilt, and solely with respect to the vehicles sold to Sourcewell Members by Dealer. Dealer agrees to assume all rights and obligations of Peterbilt as specified in the Agreement solely for vehicles sold by Dealer to Sourcewell Members. Notwithstanding the foregoing, Peterbilt remains responsible for its obligations under the Agreement under its control and applicable to Peterbilt as the manufacturer of the vehicles, including without limitation, vehicle warranty obligations.

3. **Term.** This Participating Dealer Agreement shall remain effective until terminated by either party upon sixty (60) Days prior written notice.

4. **Pricing and Order Processing**. Dealer agrees that pricing of vehicles to Sourcewell Members shall conform to the not-to-exceed pricing matrix established by Peterbilt, which may be amended from time to time in Peterbilt's sole discretion. Should Dealer charge a sales price in excess of the amount set forth in the pricing matrix at the time an order is placed by a Sourcewell Member, Dealer shall promptly refund the excess of the sales price over the amount set forth in the pricing matrix to the affected Sourcewell Member. Peterbilt shall have sole discretion to determine whether there has been an overcharge based on the applicable pricing matrix in effect at the time of the order. All orders shall include the Sourcewell Sales Code. Dealer shall submit copies of final invoices of all vehicles sold by Dealer to Sourcewell members on a monthly basis.

5. **Indemnity**.

a. Dealer agrees that it will protect, defend, indemnify and hold harmless Peterbilt from any and all losses, claims, suits, costs, damages, expenses and liabilities (including reasonable attorney's fees) arising from Dealer's breach of its obligations under the Agreement or Dealer's negligence, gross negligence, or willful misconduct in connection with this Agreement. Notwithstanding the foregoing, Dealer shall have no obligation or liability under this paragraph 4 with respect to any losses, claims, suits, costs, damages, expenses and liabilities (including reasonable attorney's fees) arising from Peterbilt's negligence, gross negligence, or willful misconduct.

b. Peterbilt agrees that it will protect, defend, indemnify and hold harmless Dealer from any and all losses, claims, suits, costs, damages, expenses and liabilities (including reasonable attorney's fees) arising from Peterbilt's breach of its obligations under the Agreement or Peterbilt's negligence, gross negligence, or willful misconduct in connection with this Dealer Agreement. Notwithstanding the foregoing, Peterbilt shall have no obligation or liability under this paragraph 5.b. with respect to any losses, claims, suits, costs, damages, expenses and liabilities (including reasonable attorney's fees) arising from Dealer's negligence, gross negligence, or willful misconduct.

# SOURCE**WELL** PARTICIPATING DEALER AGREEMENT

**PETERBILT MOTORS COMPAY CONTRACT #060920-PMC**

6. **Non-Exclusivity**. Dealer acknowledges and agrees that Peterbilt will afford, at its sole discretion, other participating dealers, including competitors of Dealer, the opportunity to participate in the sale and service of commercial vehicles to Source**well** Members.

7. **No Agency**. No agency, partnership, contractor or employment relationship is created by this Agreement. Dealer shall make no representation that Dealer is the agent, partner, employee, or contractor of Peterbilt.

8. **Assignment**. Neither party may assign this Participating Dealer Agreement without the prior written consent of the other.

9. **Limitation of Liability**. Except for the parties indemnification obligations for third party claims, neither party shall be liable to the other for special, indirect, punitive or consequential damages resulting from or arising out of this Participating Dealer Agreement including, without limitation, loss of profit or business interruptions, without regard to the fault or alleged fault of any party.

10. **Entire Agreement and Amendment**. This Participating Dealer Agreement, including the underlying agreement which is incorporated herein by reference, constitutes the entire agreement between the parties concerning the subject matter hereof, and any and all prior agreements and understandings, written and oral, are without effect and superseded by this agreement. The agreement may be amended only by a written instrument signed by both parties.

IN WITNESS WHEREOF, the Parties hereto have signed this Participating Dealer Agreement or have caused same to be duly executed by their authorized signatories, on the date(s) noted below.

Rush Truck Centers of Alabama, Inc.
Rush Truck Centers of Arizona, Inc.
Rush Truck Centers of California, Inc.
Rush Truck Centers of Colorado, Inc.
Rush Truck Centers of Florida, Inc.
Rush Truck Centers of Kentucky, Inc.
Rush Truck Centers of Nevada, Inc.
Rush Truck Centers of New Mexico, Inc.
Rush Truck Centers of Oklahoma, Inc.
Rush Truck Centers of Tennessee, Inc.
Rush Truck Centers of Texas, LP

By: Rushtex, Inc., Its General Partner

Signature: _____

Name: Cory Lowe

Title: SVP

Date: 11/23/20

Peterbilt Motors Company

Signature: _____

Name: Joe Curran

Title: National Fleet Sales Manager

Date: 11-23-20

Rush Truck Centers of California, Inc.
dba Rush Truck Centers, Los Angeles

Principals

The Principals of Rush Truck Centers of California, Inc. are:

| Name | Title | Address |
|---|---|---|
| W.M. “Rusty” Rush | Sole Director, President and CEO | 555 IH35 South, Suite 500<br>New Braunfels, TX 78130 |
| Derrek R. Weaver | VP & Treasurer | “ |
| Michael McRoberts | Secretary | “ |
| Scott Anderson | VP Finance & Insurance | “ |
| Steven L. Keller | Assistant Secretary | “ |
| Michael S. Lyons | Assistant Secretary | “ |
| Hal Meriwether | Regional General Manager | 14490 Slover Ave.<br>Fontana, CA 92337 |
| Daniel Perez | General Manager | 8830 East Slauson Ave.<br>Pico Rivera, CA 90660 |

# Notice Regarding Security Interest and Payment of Purchase Price

1. BMO Harris Bank N.A. ("Bank") financed or will finance the acquisition of each vehicle that Rush Enterprises, Inc. and its subsidiaries ("Rush") will in turn sell to you on deferred payment terms ("Vehicle"). Bank's agreement with Rush requires that Bank's security interest in each Vehicle continue until Bank receives the full amount that Bank financed for such Vehicle. Based on that agreement, your purchase of a Vehicle will be subject to Bank's prior, unrelinquished security interest, which will continue until Bank receives the total amount that Bank financed for such Vehicle.

2. By written notice to you, Bank may require you to pay the purchase price for Vehicles directly to Bank. If you pay any portion of the purchase price for a Vehicle directly to Bank, Rush will credit such payment(s) against the amount you owe to Rush.

3. Notwithstanding the foregoing, on full payment for a Vehicle, Rush shall ensure that the Vehicle is free and clear of any liens, mortgages, security interests or other encumbrances of third parties, including BMO, and shall pay all amounts necessary to discharge any such encumbrance.

**FEDERAL EXCISE TAX**
**Exemption Certificate**
**for Use by States & Local Governments**
**Treas. Reg. 48.4221-5**

I hereby certify that I am _____ (title of officer) of the _____ (state or local government) ("Purchaser"), that I am authorized to execute this certificate on behalf of Purchaser, and that:

**(check applicable type of certificate)**

**A.** _____ the article/articles specified in the accompanying order or below:

**Article/Articles (by VIN):**

_____ _____

_____ _____

**(if more room is needed, attach list of additional articles to this certificate)**

# OR

**B.** X all orders placed by Purchaser for the period commencing January 1, 2020 (date) and ending December 31, 2022 (date) (period not to exceed 12 calendar quarters)

are, or will be, purchased from Rush Truck Centers of California, Inc. ("**Dealer"**) for the exclusive use of Purchaser.

Purchaser understands that this statement is made under penalties of perjury.

Purchaser understands that the exemption from tax in the case of sales of articles under this exemption certificate to a State, etc., is limited to the sale of articles purchased for its exclusive use. Purchaser understands that the fraudulent use of this certificate for the purpose of securing this exemption will subject Purchaser and all parties making such fraudulent use of this certificate to a fine of not more than $10,000, or to imprisonment for not more than 5 years, or both, together with costs of prosecution.

**PURCHASER**

**By:** _____

**Name:** _____

**Title:** _____

**RUSH FET FORM 1 – STATE/LOCAL GOVT EXEMPTION**

**Rush Pblt Truck Centers (S991)**
**14490 Slover Avenue**
**Fontana, California 92337**

**City Of Redlands**
**1270 W Park Avenue**
**Redlands, California 92373**
**United States of America**

**Ray Gamez**
**Cell Phone: 949-355-4382**
**Office Phone:**
**Email: gamezr@rushenterprises.com**

# Vehicle Summary

| Unit | | Chassis | |
|---|---|---|---|
| Model: | Model 520 | Fr Axle Load (lbs): | 20000 |
| Type: | Full Truck | Rr Axle Load (lbs): | 44000 |
| Description 1: | RL LH L9N 3AX | G.C.W. (lbs): | 64000 |
| Description 2: | | | |
| **Application** | | Road Conditions: | |
| Intended Serv.: | Refuse/On-Highway | Class A (Highway) | 100 |
| Commodity: | Refuse, Scrap, Recycling | Class B (Hwy/Mtn) | 0 |
| | | Class C (Off-Hwy) | 0 |
| **Body** | | Class D (Off-Road) | 0 |
| Type: | Rear Loader | Maximum Grade: | 6 |
| Length (ft): | 24 | Wheelbase (in): | 195 |
| Height (ft): | 13.5 | Overhang (in): | 54 |
| Max Laden Weight (lbs): | 7000 | Fr Axle to BOC (in): | 0.1 |
| | | Cab to Axle (in): | 194.9 |
| **Trailer** | | Cab to EOF (in): | 248.9 |
| No. of Trailer Axles: | 0 | Overall Comb. Length (in): | 306.6 |
| Type: | | | |
| Length (ft): | 0 | **Special Req.** | |
| Height (ft): | 0 | | |
| Kingpin Inset (in): | 0 | | |
| Corner Radius (in): | 0 | | |
| **Restrictions** | | | |
| Length (ft): | 40 | | |
| Width (in): | 102 | | |
| Height (ft): | 13.5 | | |

**Approved by:** _____ **Date:** _____

**Note: All sales are F.O.B. designated plant of manufacture.**

| Sales Code | Std/ Opt | Description | $ List | Weight |
|---|---|---|---|---|
| **Base Model** | | | | |
| 0005201 | S | **Model 520**<br>Peterbilt's Model 520 is built to withstand the harsh demands of the refuse industry. The rugged, aluminum cab delivers best-in-class durability for increased uptime and lap seam construction on a zinc-coated steel sub-frame for corrosion resistance. Bulkhead-style doors provide years of watertight performance. This low-cab forward vehicle adds a new dimension of productivity and versatility. An industry-leading, 65-degree cab tilt enhances maintenance and serviceability. Body installation is cost effective and efficient and the center console provides convenient access to body control integration points. | 220,522 | **16,475** |
| 0091180 | S | **Refuse, Scrap, Recycling** | 0 | **0** |
| 0093035 | S | **Refuse/On-Highway**<br>Truck or tractor which hauls refuse, recycled material, etc. Includes roll-on/roll-off container movement, as well as hauling refuse from transfer stations to, but not into, landfills. | 0 | **0** |
| 0095110 | O | **Rear Loader** | 0 | **0** |
| 0098170 | S | **United States Registry**<br>Canadian Registry PackageRequires Air Conditioning Excise Tax Canada, Speedometer to be KPH ipo MPH, Daytime Running Lights and Rubber Battery Pad in Bottom of Battery Box. | 0 | **0** |
| **Configuration** | | | | |
| 0200670 | O | **Agility Natural Gas Fuel System**<br>Assembler - Fontana, CA | 0 | **0** |
| **Frame & Equipment** | | | | |
| 0514150 | S | **10-3/4" Steel Rails To 305"**<br>10.75x3.5x.375 Dimension, 2,136,000 RBM; Yield Strength: 120,000 psi. Section Modulus: 17.8 cubic inches. Weight: 1.74 lbs/inch pair | 0 | **88** |
| 0601500 | O | **Full Steel Inner Liner** | 963 | **616** |
| 0644090 | S | **EOF Square without Crossmember**<br>End-of-frame square without crossmember. For use with body builder installed crossmember. | 0 | **0** |
| 0651090 | S | **Omit Rear Mudflaps and Hangers** | 0 | **0** |
| 0713130 | O | **(2) Solid Mount Cable Hooks** | 0 | **40** |
| **Front Axle & Equipment** | | | | |
| 1011890 | S | **PACCAR FX-20 Steer Axle 20,000 lbs. 4" Drop**<br>Axle is designed for applications with a gross axle weight rating (GAWR) of 20,000 pounds. Front axle is designed for demanding applications such as construction, heavy haul, refuse, and other vocational uses. Robust forged steel beam construction for long-lasting performance. It utilizes innovative tapered kingpin roller bearings for | 0 | **0** |

| Sales Code | Std/ Opt | Description | $ List | Weight |
|---|---|---|---|---|
| | | more efficient operation and improved steering efficiency.<br><br>The PACCAR Steer Axle comes standard with the PACCAR warranty of 5 years, 750,000 miles. | | |
| 1114030 | S | **Taper Leaf Springs, Shocks 20,000 lb**<br>Standard with Heavy Resistance Shocks. | 0 | **0** |
| 1243010 | S | **Power Steering Sheppard M100 Dual Gear**<br>For use with 16,000 to 20,000 lb. axle ratings. Glidekote splines on steering shaft extend service life of components. | 0 | **0** |
| 1354850 | S | **PHP10 Iron PreSet PLUS Hubs - Air Disc**<br>Preset iron hub assemblies are designed for demanding conditions and require less maintenance while stilll overing dependability and superior performance. Precisely engineered to minimize roller stress under heavy loads and increase bearing life when used in demanding conditions such as wide-based single wheels and misalignment due to spindle wear. | 0 | **0** |
| 1354870 | S | **Severe Service Disc Brake Rotor**<br>For refuse applications, providing the braking torque necessary to slow or stop the vehicle. | 0 | **0** |
| 1380290 | S | **Bendix Air Disc Front Brakes**<br>Bendix air disc front brakes use a floating caliper design to provide foundation braking on all axles and complies with reduced stopping distance regulations. | 0 | **0** |
| 1380490 | O | **PACCAR FX Wide Track IPO Standard**<br>71in KPI IPO 69in front axle for improved turning radius. | 0 | **0** |
| **Rear Axle & Equipment** | | | | |
| 1523330 | O | **Dana Spicer DSH44 44,000 lb, High Performance 44**<br>Interaxle diff lock air rocker occupies space of one gauge. 12.5 mm housing, 15.75 ring gear. Laser factory axle alignment to improve handling & reduce tire wear. Magnetic rear axle oil drain plug captures & holds any metal fragments in drive axle lube to extend service life. Parking brakes on all drive axles for optimal performance. Cognis EMGARD® FE 75W-90 synthetic axle lube provides over 1% fuel economy improvement. Reduces wear & extends maintenance intervals, resulting in increased uptime. Provides improved fluid flow to protect components in extreme cold conditions & withstand the stress from high temperatures, extending component life. | -397 | **-311** |
| 1616290 | O | **PHP10 Aluminum PreSet PLUS Hubs** | -411 | **0** |
| 1680280 | O | **Bendix Smart ATC Traction Control** | 266 | **2** |
| 1680440 | O | **Refuse Service Brakes, Steer And Drive Axles**<br>Designed for heavy-duty applications for refuse industry, providing long brake life, safety and performance. | 0 | **0** |
| 1680450 | O | **Rear Brake Camshaft Reinforcement**<br>Rear brake camshaft reinforcement helps guard against wear and corrosion. | 65 | **9** |
| 1680490 | O | **Gusseted Cam Brackets, Drive Axle(s)** | 72 | **2** |

| Sales Code | Std/ Opt | Description | $ List | Weight |
|---|---|---|---|---|
| 1680500 | S | **SBM Valve**<br>Full trucks require a spring brake modulation (SBM) system for emergency braking application. This system requires an SBM valve and a relay valve with spring brakes on the rear axles. The SBM valve allows the foot valve to operate the rear axle spring brakes if a failure exists in the rear air system. | 0 | **0** |
| 1680550 | O | **Upsize Parking Brakes** | 237 | **0** |
| 1682710 | O | **Anti-Lock Braking System (ABS) 6S6M**<br>ABS-6. Includes air braking system. | 469 | **35** |
| 1684200 | S | **Synthetic Axle Lubricant All Axles**<br>Peterbilt heavy duty models include Fuel Efficient Cognis EMGARD FE75W-90 which provides customers performance advantages over current synthetic lubricants with reduced gear wear and extended maintenance intervals, resulting in increased uptime. In addition, the lubricant provides improved fluid flow to protect gears in extreme cold conditions and withstand the stress from high temperatures, extending component life. | 0 | **0** |
| 1687020 | O | **Bendix Air Cam Rear Drum Brakes 16.5x8.6**<br>Bendix Air Cam Rear Drum Brakes to fit all heavy haul, contruction, refuse and highway truck and tractor applications. Includes Automatic Slack Adjusters & Outboard Mounted Brake Drums. Refer to TSB 11-57 for more information. | -246 | **0** |
| 1688110 | O | **Heavy Duty Cam Bushings, Drive Axle(s)** | 61 | **0** |
| 1706170 | O | **Ratio 6.17 Rear Axle** | 0 | **0** |
| 1824410 | O | **Hendrickson HMX EX 460 46,000 LBS., 54"**<br>Haulmaax, 70K Creep Rating. Includes Traax Rod as standard, option 1920905 is not needed or available. Progressive load spring system easily adjusts to the load for an enhanced combination of empty-ride quality and loaded stability. | 1,628 | **-67** |
| 1921365 | O | **15.5" Saddle Height HMX EX 400/460**<br>IPO Std 18.5" | 424 | **0** |
| **Engine & Equipment** | | | | |
| 2056317 | O | **L9N 320@2000 GOV@2200 1000@1300 (2018 Emissions)**<br>Magnetic engine oil drain plug captures and holds any metal fragments in engine oil to extend service life.<br>N21430 N201 0.....Reserve Speed Limit Offset (<br>N21410 N202 0.....Maximum Cycle Distance (N202<br>N21400 N203 252...Reserve Speed Function Reset<br>N21320 N205 120...Standard Maximum Speed Limit<br>N21420 N206 0.....Maximum Active Distance (N20<br>N21470 P062 NO....Cruise Control Auto Resume (<br>N21480 P068 NO....Auto Engine Brake in Cruise<br>N21450 P026 NO....Gear Down Protection (P026)<br>N21440 P015 NO....Engine Protection Shutdown (<br>N21340 P112 93....Hard Maximum Speed Limit (P1<br>N21350 P001 64....Maximum Accelerator Pedal Ve | 21,607 | **0** |

| Sales Code | Std/ Opt | Description | $ List | Weight |
|---|---|---|---|---|
| | | N21370 P059 64....Maximum Cruise Speed (P059)<br>N21590 P230 YES...Enable Hot Ambient Automatic<br>N21530 P233 YES...Enable Impending Shutdown Wa<br>N21540 P234 60....Timer For Impending Shutdown<br>N21460 P046 1400..Max PTO Speed (P046)<br>N21520 P030 5.....Timer Setting (P030)<br>N21570 P031 NO....Idle Shutdown Manual Overrul<br>N21610 P172 40....Low Ambient Temperature Thre<br>N21630 P171 80....High Ambient Temperature Thr<br>N21550 P516 100...Engine Load Threshold (P516)<br>N21510 P520 YES...Enable Idle Shutdown Park Br<br>N21620 P173 60....Intermediate Ambient Tempera<br>N21330 N207 0.....Expiration Distance (N207)<br>N21500 N209 0.....Expiration Distance (N209) | | |
| 2091130 | S | **VMUX Electronics Architecture** | 0 | **0** |
| 2091305 | O | **Engine Idle Shutdown Timer Enabled** | 0 | **0** |
| 2091315 | O | **Enable EIST Ambient Temp Overrule** | 0 | **0** |
| 2091372 | | **Eff EIST NA Expiration Miles** | 0 | **0** |
| 2091640 | | **Effective VSL Setting NA** | 0 | **0** |
| 2092008 | O | **Typical Operating Speed 52 MPH** | 0 | **0** |
| 2092031 | O | **Powertrain Optimized for Fuel Economy**<br>Best analysis for vehicles which operate at or near cruise speed 90 plus percent of time. | 0 | **0** |
| 2140220 | S | **CARB Engine Idling Compliance DECLINED By**<br>Dealer/Customer | 0 | **0** |
| 2140450 | O | **Remote PTO/Throttle, 12-Pin**<br>Eng Bay Remote Control Provision | 103 | **0** |
| 2147460 | S | **Bed Plate for PX-9, L9N Engines**<br>Designed to increase engine longevity by incorporating a stiffener bracket on the bottom side of the engine, inside the oil pan, for additional reinforcement. Required for all PX-9/L9N refuse applications and recommended for other high load 9-liter applications. | 0 | **0** |
| 2513060 | S | **PACCAR 160 Amp Alternator, Brushed**<br>PACCAR 160 AMP alternator, brushed producing 160 Amps at road speed and 100 Amps at idle. | 0 | **0** |
| 2522110 | O | **PACCAR 12V Starter, N/A PACCAR MX Engines**<br>PACCAR 12-volt electrical system. With centralized power distribution incorporating plug-in style relays. Circuit protection for serviceability, 12-volt light system w/circuit protection circuits number & color coded. | 0 | **0** |
| 2538040 | S | **3 PACCAR Premium 12V Dual Purpose Batt 2190 CCA**<br>Threaded stud type terminal. Stranded copper battery cables are double aught (00) or larger to reduce resistance. | 0 | **0** |
| 2539220 | O | **Battery Jumper Terminals Mtd In Front** | 198 | **4** |

| Sales Code | Std/ Opt | Description | $ List | Weight |
|---|---|---|---|---|
| | | Of Battery Box | | |
| 2539740 | O | **Kissling Battery Disconnect Switch 300AMP**<br>Dual Tab Mounted on Battery Box | 160 | **3** |
| 2621000 | S | **2-Speed Fan Clutch For Frequent Start/Stops**<br>A 2-speed fan clutch is ideal for vocational applications where the fan clutch engagement time exceeds 10% of the engine run time. When the fan clutch is disengaged, the fan still rotates at 15-25% of the engine RPM. This fan rotation provides crucial airflow to the engine and draws virtually no horsepower. | 0 | **0** |
| 2723210 | S | **18.7 CFM Air Compressor**<br>N/A X15. Furnished on engine. Teflon lined stainless steel braided compressor discharge line. | 0 | **0** |
| 2921170 | O | **Spin-On Fuel/Water Separator for Natural Gas**<br>Engines | 0 | **0** |
| 2921210 | S | **No Fluid Heat Option for Fuel Filter** | 0 | **0** |
| 2921310 | S | **No Electric Heat Option for Fuel Filter** | 0 | **0** |
| 3114270 | S | **High Efficiency Cooling System**<br>Cooling module is a combination of steel and aluminum components, with aluminum connections to maximize performance and cooling capability. Silicone radiator & heater hoses enhance value, durability, & reliability. Constant tension band clamps reduce leaks. Chevron Delo Extended Life Coolant (NOAT) extends maintenance intervals reducing maintenance costs. Anti-freeze effective to -30 degrees F helps protect the engine. Low coolant level sensor warns of low coolant condition to prevent engine damage. Radiator Size by Model: 367 1325 sq in, 367 HH Fepto 1325 sq in, 365 Fepto 1183 sq in, 365 Full Frame Extension 1000 sq in, 520 1202 sq in, 579 1456.9 sq in, 535/536/537/548 949.3 sq in, 537/548 VOC 1000.3 sq in, 389/367 HH 1604 sq in, 365/567 1379 sq in. | 0 | **0** |
| 3120320 | O | **Bugscreen** | 140 | **0** |
| 3120450 | S | **Stainless Steel Grille** | 0 | **0** |
| 3120710 | O | **Lower Front Coolant Pipe And Coolant Extracting**<br>Port | 66 | **0** |
| 3120730 | O | **CNG Vaporizer Coolant Loop** | 96 | **0** |
| 3261980 | S | **Heavy Duty Air Cleaner**<br>Molded rubber air intake connections with lined stainless steel clamps seal to prevent contaminants in air intake. | 0 | **0** |
| 3365450 | O | **Exhaust Single LH Vertical**<br>Natural Gas Engines Only | 8,885 | **-486** |
| 3381770 | O | **Curved Tip Standpipe(s)** | 43 | **1** |
| 3387650 | O | **36" Single Standpipe**<br>L9N Engine Only | 0 | **0** |

## Transmission & Equipment

| Sales Code | Std/ Opt | Description | $ List | Weight |
|---|---|---|---|---|
| 4052420 | O | **Allison 4500 RDS-P Transmission, Gen 5**<br>Rugged Duty Series. Includes Rear Transmission Support except on MX engines, Mobil Delvac Transmission Fluid, and Water-Oil Heat Exchange. Also includes features that monitor the transmission fluid, filter and clutch condition. Will display percent life remaining for the transmission fluid, filter and clutches on the shift selector. This information may be displayed using the Mode and Up and Down buttons. A wrench icon will also be included to indicate when the transmission fluid, filter or clutches need servicing. Suited for vehicles operating on/off highway and/or requiring PTO operation. Forward ratios: 1st-4.70, 2nd-2.21, 3rd-1.53, 4th-1.00, 5th-0.76, 6th-0.67. Reverse ratios: DR-(5.55). | 18,410 | **390** |
| 4210190 | O | **1810 HD Driveline, 1 Midship Bearing**<br>4.5in x .180 wall tubing | -389 | **15** |
| 4216590 | O | **1710 Driveline Interaxle**<br>For tandem rear axles | -101 | **-5** |
| 4250440 | U | **ALLISON RDS, PKG 180** | 0 | **0** |
| 4250900 | O | **Main Transmission Rear Support**<br>Additional rear support for the transmission to provide a firm, durable design that improves stabilization of the drivetrain in rugged terrain | 85 | **11** |
| 4252170 | O | **Auto Neutral Activates With Parking Brake**<br>Auto Neutral helps improve jobsite safety by reducing the possibility of the truck moving due to throttle application. | 20 | **0** |
| 4252950 | O | **Omit Allison Neutral At Stop** | 0 | **0** |
| 4253060 | O | **Remote Mount Allison Transmission Vent** | 111 | **2** |
| 4253160 | S | **Allison Fuelsense**<br>Dynactive With Dynamic Shift Sensing | 0 | **0** |
| 4256020 | S | **Console Mounted Push Button Shifter** | 0 | **0** |
| 4256740 | O | **Allison 6-Speed Configuration, Wide Ratio Gears**<br>Allison 4500 transmission only | 0 | **0** |
| 4256870 | O | **Allison Output Function S Neutral Indicator**<br>Allison output function S Neutral Indicator for PTO. Required on Refuse Packer Applications. With this configuration NEUTRAL only, PTO engagement is permitted only when the transmission is in Neutral. Once the transmission is in Neutral, the PTO is automatically engaged and fast idle is initiated when the PTO switch is on. In addition with this configuration Pack-on-the-fly, the PTO is automatically engaged and fast idle is initiated when the PTO switch is On concurrently with shifting of the transmission to Neutral. | 0 | **0** |
| 4256990 | O | **Rolling Direction Change Shift Inhibit Feature**<br>Allison transmissions. A programmable feature that keeps the transmission from shifting from Drive to Reverse or from Reverse to Drive above a preset speed. This wireless function is enabled when a switch is closed to complete the circuit between input wire 101 and | 0 | **0** |

| Sales Code | Std/ Opt | Description | $ List | Weight |
|---|---|---|---|---|
| | | ground. Frequently the function is interfaced with a switch indicating activation of another vehicle function, such as application of the service brakes. When the function is enabled, the TCM will recognize the request for a direction change shift, Reverse-to-Drive or Drive-to-Reverse. If all other operating conditions are acceptable, the TCM will command the requested shift. The enable remains in effect until the switch is opened, followed by the selection of a different direction, Reverse or Drive, at the shift selector. This could be used for doc spotters and refuse. If the function is not enabled, any shift which results in a change of direction is inhibited. | | |
| **Air & Trailer Equipment** | | | | |
| 4510210 | S | **Bendix AD-HF EP Air Dryer, Heater**<br>Coalescing filter, extended purge. Bendix AD-HF air filters protects the life of your engine system and components. Proven PuraGuard oil coalescing technonlgy in the the air dryer catridge. This oil coalescing filter ensures the removal of oil and oil aerosols before they can contaminate the moisture removing desiccant. | 0 | **0** |
| 4520180 | O | **Air Tank Valve Guards** | 23 | **0** |
| 4540220 | O | **Wire Braid Brake Hose, Rear** | 384 | **15** |
| 4540420 | S | **Nylon Chassis Hose** | 0 | **0** |
| 4541600 | O | **Wire Braid Brake Hose, Front** | 21 | **4** |
| 4542320 | O | **Central Location For Air Tank Drain Valves**<br>Wire braid hose to air tanks. (Not available with optional drain valves.) | 411 | **4** |
| 4543320 | S | **Steel Painted Air Tanks**<br>All air tanks are steel with painted finish except when Code 4543330 Polish Aluminum Air Tanks is also selected (then exposed air tanks outside the frame rails will be polished aluminum). Peterbilt will determine the optimal size and location of required air tanks. Narratives requesting a specific air tank size or location will not be accepted for factory installation. See ECAT to determine number or location of air tanks installed. | 0 | **0** |
| 4612000 | O | **Route AE Lines To Allow Welding Of Sub Frame**<br>To top of frame 8" forward of back-of-cab to end-of-frame | 674 | **0** |
| 4615250 | O | **Fitting For F/O Air Port**<br>The furnished by owner fitting air port is mounted outboard of the driver's seat. This allows operators access to pressurize truck air, to maintain clean air in the cab. | 45 | **0** |
| **Tires & Wheels** | | | | |
| 5032320 | O | **FF: GY 20ply 315/80R22.5 G289 WHA**<br>Diameter = 43.1 inches; SLR = 20.0 inches. Compares to Michelin XZUS 2 and Bridgestone M860 tread. | 332 | **-20** |
| 5132320 | O | **RR: GY 20ply 315/80R22.5 G289 WHA**<br>Diameter = 43.1 inches; SLR = 20.0 inches. Compares to Michelin XZUS 2 and Bridgestone M860 tread. | 3,304 | **296** |

| Sales Code | Std/ Opt | Description | $ List | Weight |
|---|---|---|---|---|
| 5190008 | S | **Code-rear Tire Qty 08** | 0 | **0** |
| 5220520 | O | **FF: Alcoa 89U637 22.5 X 9.00 High Polish**<br>Aluminum, Ultra ONE technology that saves more than 50 lbs. versus a comparable steel wheel. Built for refuse, logging, mining and other heavy haul applications that demand a tough wheel. Each wheel offers a 10,000 lbs. load rating. | 296 | **-110** |
| 5320530 | O | **RR: Alcoa 89U647 22.5X9.00 High Polish**<br>Aluminum. Ultra ONE wheels with MagnaForce alloy. | 1,860 | **-216** |
| 5390008 | S | **Code-rear Rim Qty 08** | 0 | **0** |
| 5407640 | O | **FF: Mirror Polish Wheels, Outer Surface**<br>Single/tandem steer. Mirror Polish outer surface of outer wheel. Without chrome wheel nuts. | 75 | **0** |
| 5407660 | O | **RR: Mirror Polish Wheels, Outer Surface, Tandem**<br>Drive Mirror polish outer surface of outer wheels (4). Without chrome wheel nuts. | 579 | **0** |
| **Fuel Tanks** | | | | |
| 5532010 | O | **No Fuel Tank/Fuel System Provided, CNG Only** | -424 | **0** |
| 5604000 | O | **Location LH BOC 000 Gal** | 0 | **0** |
| 5653070 | O | **CNG / LNG Frame Rail Mounted Tank Only** | 0 | **0** |
| 5653180 | O | **CNG Fuel System**<br>Compressed Natural Gas Fuel System. | 0 | **0** |
| **Battery Box & Bumper** | | | | |
| 6011070 | O | **Aluminum Battery Box LH Frame Mtd Back-of- Fender**<br>Aluminum battery box left hand frame mounted back-of-fender. 8" Below top of frame. | 577 | **0** |
| 6030150 | O | **Rubber Battery Pad In Bottom of (1) Battery Box**<br>Mat in box that holds batteries only | 24 | **4** |
| 6121710 | O | **Steel Bumper Channel Chromed**<br>Includes two front tow eyes with pins | 447 | **0** |
| **Cab & Equipment** | | | | |
| 6501080 | S | **53" LCF ProBilt Cab LH Drive**<br>Includes steel frames with alum and fiberglass panels, all alum doors, dual door stops, door locks, tinted safety glass thru-out, cab and door mounted entry grab handles, 65 degree hydraulic tilt, stainless steel grille, dual rear cab fenders, service module BOC (cab tilt pump, oil fill and dipstick, coolant fill and check, fluid fill and dipstick for auto trans), door mounted armrests, power windows, doghousefull insulation, rubber floor mats, ergonomic center control console, removable instrument panel, Driver Information Display, LED backlit gauges, adjustable side flip-down interior sunvisor, 16" steering wheel with integrated horn button, tilt/telescopic adjustable column, over-door | 0 | **0** |

| Sales Code | Std/ Opt | Description | $ List | Weight |
|---|---|---|---|---|
| | | storage, driver and passenger side cup holders, USB charging port and 12VDC charging outlet, header includes HVAC controls and 12V power connection behind header cover, rear cab corner windows, 18" bolt-on step each side, self-canceling turn signals and front directional and side mounted turn signals. | | |
| 6540020 | O | **Key All Units Alike**<br>Please add your 3 digit key code number in the key code field. | 289 | **0** |
| 6540160 | S | **Thermal Insulation Package in Cab**<br>The thermal insulation package is designed to make the cab thermally efficient in extreme temperatures. The model 520 adds insulation surrounding the doghouse to reduce engine heat transmitted to the cab. | 0 | **0** |
| 6541250 | | **KEY G250** | 0 | **0** |
| 6800500 | S | **4.5" Rubber Flares On Cab**<br>And wheel well fenders | 0 | **0** |
| 6914160 | O | **Sears C2 Plus Premium Driver Seat**<br>Enhanced for operator comfort with a 1" thicker foam cushion with flat bolsters for greater surface area coverage. Countoured metal seat and back pans add to overall ergonomic design with air lumbar supprt. Comes with quick attach seat and back cushions for ease of service and replacement. | 341 | **0** |
| 6924160 | O | **Sears C2 Plus Premium Passenger Seat**<br>Enhanced for operator comfort with a 1" thicker foam cushion with flat bolsters for greater surface area coverage. Countoured metal seat and back pans add to overall ergonomic design with air lumbar supprt. Comes with quick attach seat and back cushions for ease of service and replacement. | 440 | **0** |
| 6931120 | O | **Seat Belt Color Orange IPO Standard Black** | 10 | **0** |
| 6934070 | O | **Driver Headrest For C2+ Seat Only**<br>Includes headrest only. | 109 | **3** |
| 6934080 | O | **Passenger Headrest For C2+ Seat Only**<br>Includes headrest only. | 109 | **3** |
| 6939400 | O | **Air Ride Driver** | 389 | **43** |
| 6939430 | O | **Mid Back Driver** | 76 | **0** |
| 6939470 | S | **Vinyl Driver** | 0 | **0** |
| 6939500 | O | **Air Ride Passenger** | 389 | **43** |
| 6939530 | O | **Mid Back Passenger** | 76 | **0** |
| 6939570 | S | **Vinyl Passenger** | 0 | **0** |
| 7000000 | S | **Gray Interior Color**<br>Includes ABS gray headliner & rear cab panel, gray vinyl engine tunnel cover. For LH, RH, and dual steer dual seated power windows are standard on both doors. For dual steer RH stand-up the LH window is power and the RH window is a manual sliding window. | 0 | **0** |

| Sales Code | Std/ Opt | Description | $ List | Weight |
|---|---|---|---|---|
| 7000045 | O | **High-Visibility Interior Grabhandles, Painted**<br>Bright yellow interior grabhandle for vocational vehicles. | 76 | **2** |
| 7000095 | S | **Omit USB in Cab and Replace with Plug** | 0 | **0** |
| 7001520 | S | **Adjustable Steering Column - Tilt/Telescope** | 0 | **0** |
| 7001620 | S | **Steering Wheel With Peterbilt Logo**<br>Steering Wheel with embossed Peterbilt logo over horn button. | 0 | **0** |
| 7040060 | O | **Diamond Plate Floor Covering LH/RH ipo Floormat**<br>In Dual Steer application RH Diamond Plate covering is standard.<br>Single drive applications the Diamond Plate is optional. | 179 | **13** |
| 7110680 | S | **Exterior Cab Entry Grabhandle**<br>Textured; NFPA compliant. Available on Day Cab specifications only. | 0 | **0** |
| 7220150 | O | **Rear Window Back of Cab Dark Tint**<br>18.5in X 54in | 24 | **0** |
| 7230350 | S | **2-Piece Flat Windshield** | 0 | **0** |
| 7322010 | S | **Combo Fresh Air Heater/Air Conditioner**<br>With radiator mounted condenser, dedicated side window defrosters, Bi-Level Heater/Defroster Controls, 54,500 BTU/HR, and silicone heater hoses. | 0 | **0** |
| 7410040 | O | **Outside Sunvisor - Stainless Steel**<br>Not available with 2.1M high roof sleeper. | 366 | **4** |
| 7560100 | O | **Mirrors SSTL Each Side Heated and Motorized**<br>with Switch on Door. | -30 | **-7** |
| 7561400 | O | **Look Down Mirror Mounted Front Of Cab**<br>Opposite side of the driver position. Stainless steel. | 68 | **0** |
| 7561450 | O | **(4) Convex 8 Inch SSTL Mirrors; (2) Center**<br>These optional convex mirrors provide enhanced rearward visibility by allowing the driver to see the operation of front-end loader arms or other obstacles that may interfere with operation in refuse services. The mirrors have an off-center mounting that maximizes adjustability for field of view.<br>Dual door stops are included with these mirrors for added protection to the mirrors during cab entry and exit.<br>Includes 4 convexed 8" stainless steel mirrors and 2 center mounted under (heated) and 2 center mounted over mirror bracket (non-heated). Includes dual door stops. | 132 | **4** |
| 7610020 | S | **(1) Air Horn 15" Painted**<br>Mounted under cab. | 0 | **0** |
| 7722120 | O | **ConcertClass, AM/FM, Weatherband, 3.5 Aux** | 467 | **10** |
| 7725740 | O | **Midlevel Speaker Package For Cab**<br>(4) Speakers | 135 | **6** |
| 7728020 | O | **Bluetooth Located On Driver Side** | 0 | **0** |
| 7728030 | O | **Radio Mute When In Reverse**<br>For automatic or automated transmission | 0 | **0** |
| 7728040 | O | **Bluetooth Phone and Audio Requires USB Port** | 62 | **0** |

| Sales Code | Std/ Opt | Description | $ List | Weight |
|---|---|---|---|---|
| 7728050 | O | **USB Port** | 62 | **0** |
| 7788055 | S | **SmartLINQ Remote Diagnostics**<br>SmartLINQ is Peterbilts proprietary remote diagnostics service which monitors the engine and aftertreatment for diagnostic codes providing real-time code analysis maximizing vehicle uptime and strengthening the fleets partnership with their dealer. SmartLINQ provides fault coverage for over 800 codes, a customizable email notification for 116 codes plus a web portal to manage your entire fleet included at no additional charge. SmartLINQ is compatible with any telematics system and doesnt require a specific fleet management system. For those whose customers utilize PeopleNet, the pre-wire with remote diagnostics will provide a more integrated solution utilizing the existing SmartLINQ modem. For those whose customers utilize other fleet services products, the existing pre-wire option for the other fleet service devices will continue to be available. Standard on Class 8 engines and available on Models 348, 337, 330 and 325 with a PX-9, PX-7 or Cummins Westport natural gas engine. | 0 | **0** |
| 7788058 | O | **24 Months SmartLINQ Subscription**<br>Cummins Engines. | 0 | **0** |
| 7851330 | O | **Cab Tilt Pump Air Assist** | 512 | **0** |
| 7851870 | O | **Rain Gutters Over Driver and Passenger Doors** | 76 | **8** |
| 7852150 | S | **Peterbilt Pantograph Windshield Wipers**<br>With intermittent feature. | 0 | **0** |
| 7900090 | O | **Triangle Reflector Kit, Ship Loose**<br>Florescent triangle emergency road flares are designed to meet and exceed all DOT standards. | 30 | **13** |
| 7900270 | O | **Fire Extinguisher, Cab Mounted**<br>Hazmat approved UL listed/rated ABC | 75 | **12** |
| 7901090 | O | **Ecco DS-1500 Reverse Motion Sensor**<br>Use with backup alarm | 318 | **1** |
| 7901140 | O | **Backup Alarm (87-112 DB)**<br>Variable adjusting | 129 | **6** |
| 8011850 | S | **Transmission Oil Temperature (Main)**<br>Located in Digital Cluster Display. | 0 | **0** |
| 8021315 | S | **Air Restriction Indicator**<br>Mounted on exhaust stanchion | 0 | **0** |
| 8031120 | O | **Warning Light Battery Disconnect, Switch Engaged**<br>Marker light external mounted | 14 | **0** |
| 8070260 | O | **Switch To Deactivate ATC Traction Control**<br>Bendix ATC is required on the specification. Switch is to temporarily disable the Traction Control in extreme conditions such as snow, ice or mud. The ATC warning light will display in a constant state. | 0 | **0** |
| 8070880 | O | **Main Instrumentation Panel (Gas Engine)**<br>Digital Cluster 7" Display includes: Physical (Analog) - Speedometer, Tachometer, Oil Pressure, Coolant Temp and Display Gauges - Fuel | 0 | **0** |

| Sales Code | Std/ Opt | Description | $ List | Weight |
|---|---|---|---|---|
| | | Level, Volts Telltale, OAT and Primary Air Pressure, Secondary Air Pressure for air brake trucks. | | |
| 8110090 | S | **Headlights Single Rectangular Halogen** | 0 | **0** |
| 8120570 | S | **(5) LED Clearance With (2) LED Marker Lights**<br>Includes (5) lights mounted on roof of cab and (1) cab side marker light mounted in front of each cab door | 0 | **0** |
| 8133900 | S | **None Furnished Stop/Tail/Backup Lights**<br>Available with full truck only, not available with tractor | 0 | **0** |
| 8133960 | O | **Daytime Running Lights**<br>The brake interlock turns the daytime running lights off when the parking brakes are engaged. This is required on all Canadian vehicles. | 61 | **0** |
| 8134160 | O | **Self-Canceling Turn Signal** | 0 | **0** |
| **Paint** | | | | |
| 8500710 | S | **Standard Paint Color Selection** | -200 | **0** |
| 8530770 | O | **(1) Color Axalta Two Stage - Cab/Hood**<br>Base Coat/Clear Coat<br>N85020 A - L0006EY WHITE<br>N85500 CAB ROOF L0006EY WHITE<br>N85200 FRAME L0001EA BLACK | 0 | **0** |
| **Shipping Destination** | | | | |
| 8999989 | O | **Shipping Destination To Dealership** | 0 | **0** |
| **Options Not Subject To Discount** | | | | |
| 9400090 | S | **Peterbilt Class 8 Standard Coverage**<br>1 year/100,000 Miles (160,000 km) | 0 | **0** |
| 9407147 | O | **Fuel Price Index Factor $486 NET** | 486 | **0** |
| 9408982 | O | **Vehicle Layout**<br>Option is not subject to discount. Fleets will be split prior to build so that the charge is applied to only one unit. Quotes will not reflect this. | 1,500 | **0** |
| **Miscellaneous** | | | | |
| 9409055 | O | **State Registry: California** | 0 | **0** |
| 9409843 | O | **Peterbilt Sourcewell Program Code** | 0 | **0** |
| 9409879 | U | **LONG LEAD-TIME COMPONENT(S) ON ORDER** | 0 | **0** |
| 9409880 | U | **LONG LEAD-TIME COMPONENT(S) - 4 WEEKS** | 0 | **0** |
| **Promotions** | | | | |

## Order Comments

| | |
|---|---|
| **Total List Price (W/O Freight & Warranty & Surcharges )** | $286,499 |
| **Marketing and Service Support Fee** | $1,095 |
| **Prepaid Freight** | $4,300 |
| **Total Surcharge/Options Not Subject To Discount** | $1,986 |
| **Total Weight** | 16,965 |

## Prices and Specifications Subject to Change Without Notice.

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in CRM.

***PRICING DISCLAIMER***

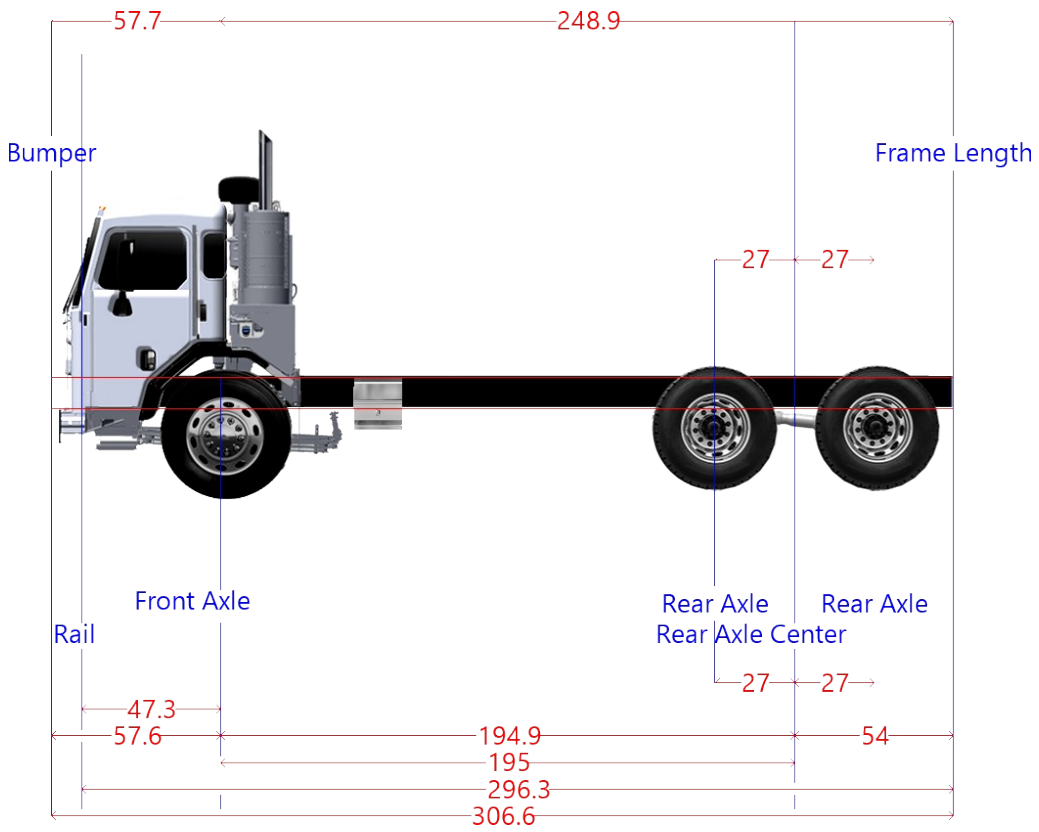
*While we make every effort to maintain the web site to preserve pricing accuracy, prices are subject to change without notice. Although the information in this price list is presented in good faith and believed to be correct at the time of printing, we make no representations or warranties as to the completeness or accuracy of this information. We reserve the right to change, delete or otherwise modify the pricing information which is represented herein without any prior notice. We carefully check pricing specifications, but occasionally errors can occur, therefore we reserve the right to change such prices without notice. We disclaim all liability for any errors or omissions in the materials. In no event will we be responsible for any damages of any nature whatsoever from the reliance upon information from these materials. Please check your order prebills to confirm your pricing information*

**Shipping Destinations**

**Intermediate Destination:** NONE

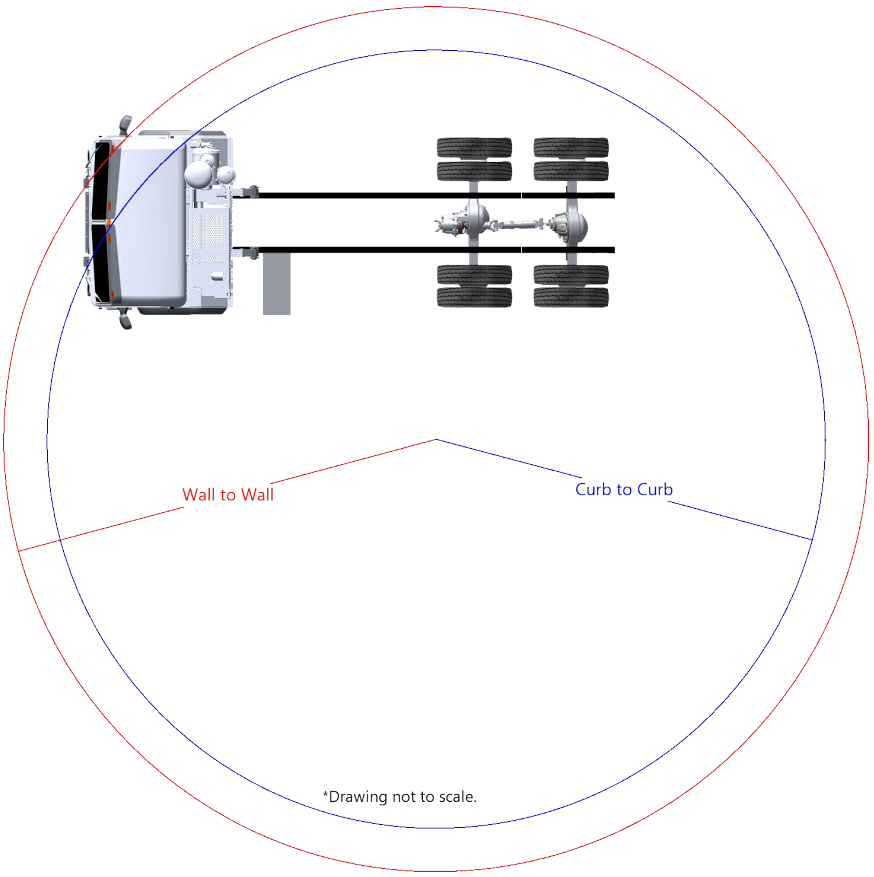
| Final Destinations | Quantity |
|---|---|
| C642 - Rush Pblt Trk.Ctr. Yuma<br>3382 East Gila Ridge Dr<br>Yuma, Arizona 85365 | 1 |

## HORIZONTAL DIMENSIONS




| Dimension | Measurement | Start | End |
|---|---|---|---|
| Axle Spacing | 54 | 168 | 222 |
| Bumper to Back of Cab | 57.7 | -57.6 | 0.1 |
| Bumper to Front Axle | 57.6 | -57.6 | 0 |
| Bumper to Front Frame | 10.3 | -57.6 | -47.3 |
| Cab to End of Frame | 248.9 | 0.1 | 249 |
| Cab to Rear Axle | 194.9 | 0.1 | 195 |
| Effective Bumper to Back Of Cab | 57.7 | -57.6 | 0.1 |
| Frame Length | 296.3 | -47.3 | 249 |
| Front Axle to Back of Cab | 0.1 | 0 | 0.1 |
| Front of Frame to Axle | 47.3 | -47.3 | 0 |
| Load Space | 248.9 | 0.1 | 249 |
| Overall Length | 306.6 | -57.6 | 249 |
| Overhang | 54 | 195 | 249 |
| Pusher Offset #1 | 0 | 168 | 195 |
| Pusher Offset #2 | 0 | 168 | 195 |
| Pusher Offset #3 | 0 | 168 | 195 |
| Tag Offset | 0 | 195 | 222 |
| Wheelbase | 195 | 0 | 195 |

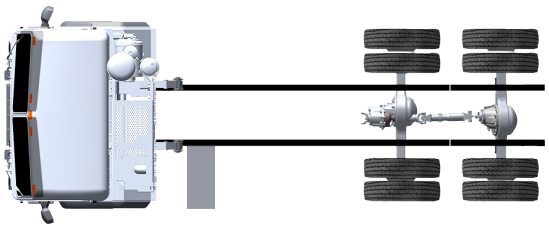
# TURNING RADIUS




| LEFT TURN RADIUS | | RIGHT TURN RADIUS | |
|---|---|---|---|
| **Curb to Curb** | 27.3 | **Curb to Curb** | 28.1 |
| **Wall to Wall** | 30.2 | **Wall to Wall** | 30.9 |

| VEHICLE SUMMARY | | | |
|---|---|---|---|
| **Truck** | Model 520 / Full Truck | **Wheelbase** | 195 |
| **Axle** | PACCAR FX-20 Steer Axle 20,000 lbs. 4" Drop | **Weight** | 16965 |
| **Tire** | FF: GY 20ply 315/80R22.5 G289 WHA | | |
| **Wheel** | FF: Alcoa 89U637 22.5 X 9.00 High Polish | | |

# FRAME LAYOUT



**Note**: The image displayed is representative only. It should not be construed as a layout diagram. Dimensions and components are not to scale.

**Selected Options** (Wheelbase: 195)

| Sales Code | Description | Length | Side |
|---|---|---|---|
| 5532010 | No Fuel Tank/Fuel System Provided, CNG Only | 0 | ?? |
| 6011070 | Aluminum Battery Box LH Frame Mtd Back-of- Fender | 16.5 | Left |

# 520

## DEALER SUPPORT

With more than 300 dealer locations in the United States and Canada, Peterbilt's extensive dealer network means you or your driver is never far from Peterbilt parts, service and sales expertise.



## PACCAR FINANCIAL

PACCAR Financial provides the financing and insurance tools that are key to the success of any trucking operation and will work with your Peterbilt dealer to customize a financing package that suits your needs.

PacLease

This full-service leasing program offers contract maintenance, logistics services, insurance, fuel tax reporting and other support services available to PacLease customers.

## PACCAR PARTS

The right part for your Peterbilt truck is always in stock thanks to the TruckCare Connect program. The PACCAR Parts online inventory management system and electronic cataloging help ensure instant accessibility of the right part for your needs.

**www.peterbilt.com**
Complimentary Customer Assistance
***Call 1-800-4PETERBILT***

CALL 1-800-552-0024 FOR MORE INFORMATION.
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# 520

# STREET TOUGH MEETS STREET SMARTS.






PACCAR MX-11

**POWER AND PERFORMANCE**

A PACCAR MX-11 engine provides outstanding power in a lightweight and fuel-efficient design and is available with up to 430 horsepower and 1,650 lb.-ft. of torque.

Peterbilt's new Model 520 is built to withstand the harsh demands of the refuse industry. The rugged, aluminum cab delivers best-in-class durability for increased uptime and bulkhead-style doors for maximum durability and corrosion resistance. Powered by the fuel-efficient PACCAR MX-11 engine, the Model 520 provides outstanding performance. Natural gas configurations include both 9- and 12-liter engine options. New headlamps, with standard halogen bulbs and optional LEDs, provide outstanding brightness and coverage with less driver eye-fatigue. The distinguished new grille accommodates pantograph wipers, providing significantly more coverage for improved visibility. An impressive 44-degree wheel cut allows drivers to easily maneuver in congested urban environments and tight city streets. Whether commercial or residential, the new Model 520 provides the tools your drivers need to succeed day in and day out.



## SUPERIOR INTERIORS.

The Model 520 features a newly redesigned cab that delivers versatility, comfort and ergonomics and is available in left-hand drive; right-hand drive; dual sit drive and right-hand stand-up configurations. Center console sides are now angled, providing operators easy visibility and access to controls from either side. An enhanced HVAC system improves airflow and climate control in the cab.





*The 520 interior features an ergonomic dash design with LED backlit gauges, a driver information display for critical vehicle data and rocker switches within easy reach for maximum driver comfort and productivity.*



**VISIBILITY**

*New pantograph wipers (highlighted in orange) provide 27% more coverage for improved visibility and safety.*



**HEADLAMP TECHNOLOGY**

*Two headlight technologies are available for the Model 520: halogen bulb lamps and optional LED lamps. Both provide outstanding brightness and coverage.*



**RELIABILITY**

*The redesigned cab features a large center console that provides improved connectivity for body controls and allows for easier access for maintenance and repairs.*




**SmartLINQ™**

*Peterbilt's SmartLINQ™ remote diagnostics system provides real-time notifications when a diagnostic code is activated and helps eliminate unscheduled downtime and maximize profitability.*

*For more information on the new Model 520, contact your local Peterbilt dealer or visit **www.peterbilt.com**.*

Peterbilt

Rush Truck Centers of California, Inc. dba Rush Truck Center, Los Angeles
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## Model 520 ProBilt Duel Steer Standard Features

*(Base Model Option Code 0005201)*



**FRAME**

- Steel rails with gussets to maximize RBM.
- Huck bobtail fasteners provide a consistent and durable clamping force up to 600% greater than bolted frames. Tamper resistant round head and collar offers improved paint adhesion and corrosion resistance. Swage indicating features on collar allows for visual inspection of clamped joint.
- 3-piece C-Channel removable crossmember with cast gussets for serviceability.
- Rubber-lined clamps along frame rail to protect air & electric lines routed in frame.
- Chassis hose and wiring bundles conveniently routed through gussets provides protection for lines.
- Front wheel mudflaps reduce road spray, help maintain a cleaner truck and better visibility.

**STEER AXLE**

- Set back front axle configuration provides exceptional maneuverability with a tight turning radius.
- Factory front axle alignment to improve handling and reduce tire wear.
- Zerk fittings on tie rod ends, kingpins, and draglink ball joints for ease of maintenance and help extend service life of components.
- Standard oil seals for long lasting leak protection.
- Cognis EMGARD® Synthetic Axle Lube reduces wear and extends maintenance intervals, resulting in increased uptime. Provides improved fluid flow to protect components in extreme cold conditions and withstand the stress from high temperatures, extending component life.
- Glidekote splines on steering shaft extend service life of components.
- Back of cab mounted power steering reservoir for easy access.

**DRIVE AXLE**

- Laser factory axle alignment (accurate to .030 of an inch) to improve handling and reduce tire wear.
- Magnetic rear axle oil drain plug captures and holds any metal fragments in drive axle lube to extend service life.
- Parking brakes on all drive axles for optimal performance.
- Cognis EMGARD® Synthetic Axle Lube reduces wear and extends maintenance intervals, resulting in increased uptime. Provides improved fluid flow to protect components in extreme cold conditions and withstand the stress from high temperatures, extending component life.

**ENGINES & RELATED SYSTEMS**

- Selective Catalytic Reduction (SCR) System provides the most fuel efficient, reliable and cost effective solution to the 2010 EPA regulations. The SCR system consists of several new standard components on the truck - a dosing pump, a DEF tank, an injector and the SCR ammonia catalyst.
- Chevron Delo 400 LE SAE 10W30 engine oil is specially formulated for new low emissions engines.
- Magnetic engine oil drain plug captures and holds any metal fragments in engine oil to extend service life.
- Silicone radiator and heater hoses enhance value, durability and reliability.
- ClimaTech extended life coolant extends maintenance intervals which reduces maintenance costs.
- Back of cab mounted radiator coolant surge tank with coolant level view tube for quick and easy access.
- Low coolant level sensor warns of low coolant condition to prevent engine damage.
- Constant tension and torque band clamps reduce leaks.
- Thermal fuse in the air conditioning compressor clutch allows the pulley to free spin in the event of a compressor failure, thus reducing belt wear and vehicle downtime.
- Weather pack silicone sealed electrical chassis connectors enhance value, durability and reliability.
- 12 Volt System with circuit protection for reliable easy maintenance and service.
- High efficiency cooling system provides a large surface area for heat exchange.
    - Without FEPTO - 1242 sq. in. frontal area
    - With FEPTO - 1194 sq. in. frontal area
- Composite fan is light-weight but strong and corrosion resistant.
- Full fan shroud, ring and rubber boot improves under hood airflow and provides a robust fan-to-radiator shroud interface for greater cooling capacity.
- Anti-freeze effective to -30 degrees F helps protect the engine.
- Maintenance free 12V batteries provide reliable power for starting and accessories.
- Stranded copper battery cables are double aught (00) or larger to reduce resistance.
- Molded rubber air intake connections with lined stainless steel clamps seal to prevent contaminants in air intake.

- Polished stainless steel removable grille with a distinctive punched oval grille pattern provides a durable bright finish.
- Stainless steel flex exhaust tubing & clamps provide durability.
- Transverse back of cab above rails DPF packaged to maintain optimized body mounting position.
- 5" diameter chrome plated steel standpipe cools exhaust for safety.

**TRANSMISSION & RELATED SYSTEMS**

- Synthetic lubricant to reduce friction, improve efficiency and extend component life.
- Magnetic transmission oil drain plug captures and holds any metal fragments in transmission oil to extend service life.
- Coated driveshaft splines extend service life.
- Configured clutch with manual transmission to simplify the truck order process and provide optimal performance.

**AIR SYSTEM**

- Engine mounted air compressor with remote mounted air system filter dryer to reduce moisture in air system components.
- Teflon-lined, stainless steel braided compressor discharge hose provides long service life in high operating temperatures.
- Schrader valve for charging of air system from external source.
- Framed HVAC filter is easy to service.

**FUEL TANKS**

- Aluminum fuel tanks with heavy-duty aluminum brackets and stainless steel straps.
- Single fuel tank will receive a single draw / single return fuel system.
- Top draw fuel plumbing reduces chance of introducing air into the fuel system during low fuel level conditions due to the central placement of the fuel pickup tube.
- Optimized filler neck location for access and safety.
- Paddle handle filler cap with threadless filler neck
- Wire braid fuel lines increase durability and reduce potential for leaks.

**ELECTRICAL SYSTEM**

- Multiplex electrical design utilizing the industry standard J1939 data bus that sends multiple signals over a single wire instead of having an individual wire for each function. This allows each component (engine, transmission and instrumentation) to communicate to each other. This design improves reliability and offers increased functionality.
- Braided chassis harness cover provides durability.
- Convoluted tube covering on harnesses protects from chaffing.
- Wires numbered every 4 inches or less for ease of serviceability.
- Power distribution center in cab is centrally located in a protected environment for easy access.

**CAB STRUCTURE & DIMENSIONAL INFORMATION**

- Roof cap and windshield mask are constructed of fiberglass material.
- LH/RH floor are constructed of fiberglass material.
- Doghouse is constructed of fiberglass material.
- Lower LH/RH front fascia are manufactured using aluminum material.
- Backwall and B-pillars up to roof cap comprised of aluminum material.
- Sub frame is manufactured from steel with a zinc coating.

**520 PROBILT CAB**

| Dimensional Information | | | | |
|---|---|---|---|---|
| Location | Windows | Windshield | Cab Area | Seat |
| Corner Windows | 297 Square Inch | | | |
| Windshield Glass | | 2784 Square Inch | | |
| Door Window Glass Includes Vent Windows | 1289 Square Inch | | | |
| Window Door Glass (Height x Width) | 22.1 Inches x 21.7 Inches | | | |
| Interior Cab | | | 116 Cubic Feet | |
| Floor to Ceiling Clearance | | | 60 Inches | |
| Doghouse to Door Clearance | | | 22 Inches | |
| Driver's Seat to Headliner | | | | 43 Inches |
| Driver's Seat to Dash (Right Drive) | | | | 32.5 Inches |
| Driver's Seat to Windshield | | | | 43 Inches |
| Driver's Seat Back to Steering Wheel w/Column in Straight Up Position | | | | 20 Inches |
| Top of Seat Cushion to Floor Height at Brake Pedal | | | | 20 Inches |

**CAB**

- Durable 96” wide cab with steel structure for added strength and light-weight aluminum skins to help prevent corrosion.
- Two-piece windshield for cost effective windshield replacement.
- 65° cab tilt with heavy duty cab jack hydraulically operated enhances maintenance and serviceability.
- Four point rubber cab mounting.
- One piece fiberglass roof reduces potential for leaks.
- Lap seam construction and aircraft fasteners has greater clamp load than rivets.
- Bulkhead style doors provide virtually water-tight, rattle-free performance.
- Extruded aluminum door frames for strength and durability.
- Full length, heavy-duty piano-type stainless steel door hinges and pins provide durability.

- 90° door opening with two grab handles on each side provides easier entry and egress cab access.
- Bolt-on cab entry step for easy and economic replacement.
- Rear cab corner windows.
- Tinted safety glass throughout.
- Vertical-parked windshield wipers with intermittent wiper function.
- Outside air temperature display on tachometer for driver convenience.

**CAB INTERIOR**

- Door mounted armrests for driver comfort.
- Door panels with power controls for windows and mirrors.
    - Left hand steer and right hand steer will receive power windows on both doors.
    - Dual steer will receive a manual roll down window on the left hand door.
- Ergonomic Dash
- Large center console
- Rubber floor mats
- Padded headliner for improved thermal and acoustic performance.
- Headliner includes HVAC controls and 12V power connection behind the center header cover.
- Header and over-door storage
- (2) LED dome lights in Headliner, (2) LED over-the-door lights and (1) large LED light on back wall.
- Removable instrument panel with speedometer message center
- Steering wheel with Peterbilt Logo and tilt/telescoping column.
- Self-canceling turn signals.
- Retractable three-point seatbelts
- Windshield shade provide protection from the glare of the sun and other objects.

**LIGHTS**

- Single rectangular halogen headlights
- 5 LED Clearance Lights with 2 LED Marker Lights

**DASH & INSTRUMENTATION**

- Key start ignition
- Ignition and doors keyed alike for driver convenience.
- Driver Information Display
- Electronic speedometer includes odometer, two trip odometers, engine hourmeter and clock with alarm
- Electronic tachometer
- Voltmeter
- Primary and secondary air pressure gauges
- Engine oil pressure gauge
- Fuel level gauge

- Standard warning lights with audible alarm for high coolant temperature, parking brake, Interaxle differential lockout (for tandem axles), low oil pressure and low air pressure
- Warning indicators for low air pressure, low oil pressure and high coolant temperature
- Cruise control for driver convenience.
- Parking brake control valve
- Wiper/Washer controls
- Head lights, clearance lights, fan clutch override and dimmer switches
- Standard 12V power & ground behind center header which can be used to wire in a CB
- Standard Body Connections

**PAINT**

- DuPont Imron Elite two-stage non-metallic paint, one color cab / hood

# CLASS 8

## Warranty
## Quick Reference Guide

**This is a Quick Reference Guide "ONLY"**

It is an itemized general listing of the components and/or items used in the assembly of a Peterbilt Vehicle and their respective level of warranty coverage. This list is NOT to be construed as all-inclusive.
Refer to the complete text of the Peterbilt Warranty Agreement Cat. No.5201, 5278, 5018 for specific details on the terms, conditions and limitations of said agreement.

## BASIC VEHICLE WARRANTY

**12 Months / 100,000 Miles / 160,000 Kilometers whichever comes first**

Air Cleaner System (Excludes Filter Element)
Air Conditioner System
- Accumulator
- Actuators, HVAC
- Blend, Mode, Fresh Air Doors
- Blower Motor & Wheel
- Coil, Heater
- Compressor, Freon
- Condenser
- Control, HVAC
- Drain Valve & Hose
- Expansion Valve
- Evaporator
- Freeze Control Switch
- Hardlines, Refrigerant
- Heater Hoses & Clamps
- Low/High Pressure Switches
- O-rings
- Receiver -Dryer
- Resistor

Airshield
Air System
Air Compressor (Bendix)
Air Dryer & Purge Valve
Air Governor
Air Tank & Drain Valve
Alternator
Antenna
Auxiliary Heater Assembly (Espar)
Auxiliary Transmissions
Battery (PACCAR)
Battery/Tool Box Assembly
Battery Hold Downs
Brake
- Chamber
- Camshaft
- Spider
- Drum (Excludes Scored or Heat Checked)

Bumper (Includes Aerodynamic Type)
Cab
- Heater and Duct
- Side Extender
- Skirt
- Water Leak
- Tilt Mechanism (Includes Pump)

Charge Air Cooler
Charge Air Cooler Hoses & Clamps
Circuit Breakers
Clamps, Turbocharger Air Inlet
Clock (Analog / Digital)
Clutch, Clutch Linkage
Collision Avoidance System
Control Cable
Cooling Module
Cruise Control Component
Deck Plate Lamp
DEF Heater Control Relay
DEF Heater Coolant Control Valve
DEF Heated Lines
DEF Heating Elements
DEF Heating Fittings on Supply Module
DEF Lamp
DEF Tank
Door Latch, Lock and Hinge
Door Pad and Soft Trim
Driveline, U-Joint and Center Bearing
Driveline Midship Plate
Electrical Power Distribution Box
Electrical Printed Circuit & Harness (Excludes Fuse)
Engine Related Components
- Engine Brake (PACBrake)
- Dipstick and Tube
- Fan, Fan Clutch and Sending Unit
- Fan Shroud
- Heater
- Manufactured Messaging Products
- Mount
- Shutdown System

Exhaust Stanchion
Exhaust piping, clamps, gaskets
Fairing
Fuel
- Tank
- Tank Strap, Cap and Vent
- Fuel Water Separator and/or Heater
- Gauge and Sending Unit

Heat Shield
Hood Assist Spring and Hook
Horn - Air or Electric
Hose and Fitting (Excludes Rubbed or Loose)
Hub Assembly (Excludes Bearing & Races)
Hub Caps
Hubometer
Ignition Timer
Instruments
Lift/Tag/Pusher Axle
Lift/Tag/Pusher Suspension
Light Fixture (Excludes Bulb)
Mirror
Mud Flap Bracket (Excludes Mud Flap)
Muffler
Muffler Clamps
Muffler Standpipe
Navigation System (Smart Nav)
Plating (Includes Chrome)
Power Steering Pump
Power Steering Reservoir
Quarter Fender
Radiator (Includes Header Gasket)
Radiator Cap
Radiator Mounting Brackets
Radiator Mounting Bushings
Radiator Tie Rods
Radio/CB (Unlimited Mileage)
Seat Assembly
Seat Belt
Seat Structure
Shift Control
Shock Absorber
Slack Adjuster
Sleeper Boot
Sleeper Extender
Speaker
Starter
Steering
- Shaft and U-Joint
- Drag Link
- Gear Mounting Bracket
- Pitman Arm

Steering Wheel and Column
Step
Supplemental Restraint System (Rollover Airbag)
Suspension
- Axle
- Beams
- Dowel Pin
- Height Control Valve

Suspension - Continued
- Height Control Valve Bracket
- Height Control Valve Linkage
- Shock Bracket & Stud
- Spring, Air
- Spring Bracket
- Spring, Leaf
- Spring Pin
- Spring Saddles
- Spring Shackle & Pins
- Tie Rods
- Tracking Rods & Brackets
- U-Bolts & U-Bolt Saddles

Cab
- Height Control Valve
- Height Control Valve Bracket
- Height Control Valve Linkage
- Spring, Air

Sleeper
- Height Control Valve
- Height Control Valve Bracket
- Height Control Valve Linkage
- Spring, Air
- Suspension Bushings

Switches
Throttle Linkage and Cable
Transfer Case
Transmission Shift Control & Oil Cooler
Turbocharger Piping, Clamps & Gaskets to Inlet of SCR
Upholstery (Excludes Wear)
Valve, All
Vent - Fresh Air
Visor (Outside and Inside)
Weather Stripping
Wheel Bearing (Wear Not Covered)
Window Defroster Fan
Window Lift (Includes Power Lift)
Window Regulator
Windshield Washer
Wiper Arm (Excludes Wiper Blade)
Wiper Motor and Control Valve
Wiring and Connectors (Excludes Rubbed or Loose)

## PAINT

| | |
|---|---|
| - Cab, Hood, Sleeper Paint | 12 Months 100,000 Miles / 160,000 Kilometers |
| - Frame Paint - Black Only | 12 Months 100,000 Miles / 160,000 Kilometers |
| - Frame Paint - All colors other than black | 6 Months 50,000 Miles / 80,000 Kilometers |
| - Frame Paint - Rugged Duty, Vocational, Construction Applications | 6 Months 25,000 Miles / 40,000 Kilometers |

## MAJOR COMPONENTS
**36 Months or 300,000 Miles/480,000 Kilometers whichever shall occur first. 100% Parts and Labor**

**Axle -** Eaton, Meritor and Dana Spicer Axles, Non-Driving and Driving, Single Speed, On-Highway with a Capacity of 46,000 Lbs. or Less (Includes Axle Input and Output Seals)(Excludes Axle Shaft Flange Gaskets, Brake Drums, Brake Shoes, Filters, Hub Assemblies, Hub Caps and Gaskets, Wheel Bearings and Wheel Seals)
**Brakes –** Bendix and Meritor (except air Disc Brakes)
Applies to Brackets, Cam Shafts, Slack Adjusters and Spiders
**Cab, Hood, Hood Half-Fenders, and Sleeper Structure**
Cab Fasteners (Excludes Add-On Aerodynamic Devices)
**Sheppard and TRW Steering Gears**
**Manual Transmissions** (Excludes Oil Coolers and Shift Controls)
**Eaton Auto Shift Transmission**

## FRAME RAILS, GUSSETS, CROSSMEMBERS AND CAB / HOOD / or SLEEPER CORROSION
**60 Months or 500,000 Miles/800,000 Kilometers whichever shall occur first. 100% Parts and labor**

Frame Side Rails, Crossmembers, Gussets, A-Braces

Cab, Hood and Sleeper perforation caused by corrosion from within. Corrosion warranty applies to perforation - an actual hole in a cab, hood or sleeper panel due to corrosion. Warranty does not apply to corrosion caused by damage to a cab panel or finish paint.

## OTHER COVERAGES
**12 Months or 50,000 Miles/80,000 Kilometers whichever shall occur first. 100% Parts and Labor**

Axle Shaft Flange Gaskets
Hub Cap Gaskets
Wheel Seals (Except LMS)
All Gaskets and Seals not specified above

## General Warranty Exclusions

- The following components are warranted directly to you by their respective manufacturer, and are not warranted by Peterbilt Motors Company: Engine and Engine Manufacturer's Accessories, Engine Brake (except PAC Brake), Automatic Transmissions, Tires, Tubes, Fifth Wheel, Pintle Hooks, Hitch, Wheels and Batteries not listed.
- Peterbilt does not warrant antifreeze, lubricants, bulbs, fuses, filters, mud flaps, reflectors, winter fronts, wiper nozzles or wiper blades. Trade accessories such as fire extinguishers, chains, emergency kits and tools are not warranted.
- Peterbilt is not responsible for storage deterioration, wear, and changes in adjustment resulting from normal service. This includes brake and clutch linings, drive belts, wheel balance and axle alignments or upholstery.
- Peterbilt does not warrant metallic chassis (frame) paint. Peterbilt is not responsible for paint chipping or fading, peeling from frame bolts relating to maintenance, or paint peeling from road chemical damage.
- Damage due to accident, misuse, negligence, improper or inadequate maintenance, or unauthorized modification is not warranted. Failure of replacement parts used to repair above conditions are not warrantable.
- Vibrations, squeaks, fitting and hose leaks, unusual noises, rattles, loose nuts/bolts and hose and electrical connections can develop during the early shakedown trips of the vehicle. Up to 25,000 miles/40,000 kilometers, but not later than 90 days after date of delivery, the necessary adjustments will be made without charge. Such developments after this period are usually the result of use and are not warrantable items.
- Peterbilt is not responsible for damage resulting from engine horsepower/torque upgrades.

## NON - WARRANTABLE COMPONENTS/ITEMS

**# File with Engine Manufacturer**

# Engine (see engine coverage)
# Engine Accessories
# Air Compressor (Engine Manufacturer)
Add-on Aerodynamic Device (Dealer Installed)
Antifreeze Solution
Automatic Transmission (Allison)
Brake Lining
Bulb
Fifth Wheel
Filter Element
Fire Extinguisher
Flag and Flare Kit
Fuel
Fuse
Headlight and Light Bulb
Lubricant
Mudflap
Pintle Hook
Non-Original Equipment
Power Converter
Reflector
Refrigerator
Tire
Tow Pin
Wheels
Winter Front and Bug Screen
Wiper Blade
Wiper Nozzle

## NON - WARRANTABLE:
WEAR, DETERIORATION and/or ADJUSTMENTS

Peterbilt assumes no responsibility for wear and/or Deterioration of parts or Changes in Adjustment as a result of Normal Service.

Examples:
Brake Adjustment
Brake Drum
Brake Lining
Bushings (Serviceable)
Clutch Facing
Engine accessory belt
Fuse
Key Fob
Wheel Bearings
Mattress
Paint Chip and/or Fade
Soft Trim and Upholstery
Stainless Steel Discoloration
Tightening a Bolt and/or Fitting
Wheel and/or Axle Alignment
Window and Windshield Glass

*This list is NOT to be construed as all-inclusive*

## NON - WARRANTABLE FUNCTIONS OR ACTS

Any Vehicle on Which the Odometer has been Altered
Any Vehicle that has been Altered or Modified in a Manner Unauthorized by Peterbilt
Damage Due to Accidents
Dyno Testing (Without Prior Regional Authorization)
Improper or Insufficient Maintenance Service
Misuse
Negligence
Storage (Includes Deterioration)
Towing and Road Calls
Transport
Troubleshooting and Road Testing

Rush Limited Warranty

NEW PRODUCTS – MANUFACTURER WARRANTIES ONLY. Any warranties on any new product(s) sold by Rush are limited only to any printed warranty provided by the applicable manufacturer of the product. EXCEPT FOR ANY SUCH WARRANTIES MADE BY MANUFACTURERS, THE PRODUCT(S) ARE SOLD WITHOUT ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EACH OF WHICH IS EXPRESSLY DISCLAIMED.

USED PRODUCTS – NO WARRANTIES. All used product(s) sold by Rush are sold on an "AS IS, WHERE IS" basis, without any warranties by Rush. EXCEPT FOR ANY MANUFACTURERS' WARRANTIES THAT MAY STILL BE IN EFFECT, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED.

LIMITED WARRANTY ON SERVICES. Rush warrants that all services performed by Rush for a customer, including repair, maintenance and installation services ("Services"), will be performed in a good and workmanlike manner ("Services Warranty"). The Services Warranty is valid for a period of ninety (90) days from the date the Service is completed. Customer's sole and exclusive remedy, and Rush's entire liability, under the Services Warranty is the repair of any nonconforming portion of the Services. RUSH PROVIDES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, CONCERNING ITS SERVICES. The Services Warranty is strictly limited to Services performed by Rush for customer. Rush does not warrant any services provided by any third-party. Any warranties are solely those that are provided by the third-party service provider.

# Ray Gaskin Service

# QUOTE

14572 Rancho Vista Dr
Fontana, CA 92335
www.raygaskinservice.com
Cell: 909-717-8005
Local: 909-574-7000
Prepared by: Bobby Ziello

DATE 11/10/2022
VALID FOR 90 days
TERMS

**CUSTOMER**

City of Redlands
1270 W Park Ave
Redlands, CA 92373

| DESCRIPTION | | |
|---|---|---|
| New 2024 New Way Cobra 25yd rear load body | | |
| Complete Factory Mounting | | |
| Hot Shift PTO and Pump | | |
| Painted single color (White) | | |
| Kick Bar with latch kit | | |
| All LED Lighting | | |
| LED Strobe lights upper tailgate | | |
| LED Work lights (2) Hopper | | |
| Third Eye Camera System | | |
| Triangle Kit and fire extinguisher 10LB | | |
| Shovel and broom holder | | |
| Single Perkins Tipper D6120 | | |
| Freight – Delivered to Velocity Fontana | | |
| **Warranty**: Standard 2yr Warranty on Cylinders | | |
| Standard 1yr Warranty on Body, Hydraulics | | |
| **Paint**: Body Acrylic Urethane Enamel Color – Paint Code TBD | | |

**TERMS AND CONDITIONS**

1. Does not include taxes or fees unless otherwise noted
2. Valid for 30 days unless otherwise noted
3. Please return after signing or submit PO to confirm

*Customer Acceptance (sign below):*

**x**_____ **Date:**_____

Print Name:

Agility Fuel Systems- Fontana
10007 Elm Avenue
Fontana, CA 92335 USA

# Estimate

| Date | Estimate # |
|---|---|
| 12/07/2022 | 17274R8 |

| Name / Address |
|---|
| Rush Enterprises<br>8830 E. Slauson Ave<br>Pico Rivera, CA 90660 |

DOES NOT INCLUDE FET OR SALES TAX

| Item | Description |
|---|---|
| | (60) DGE SIDE MOUNT (DUAL 30'S) CNG SYSTEM ON PETERBILT 520 CHASSIS, INSTALLED AT RUSH YUMA |
| | FUEL SYSTEM WILL BE FRAME RAIL MOUNTED AND PROVIDE SIXTY (60) DGE. |
| | FABRICATE, ASSEMBLE & INSTALL SIDE MOUNTED CYLINDER PACK, HIGH PRESSURE PLUMBING & FUEL MANAGEMENT MODULE |
| INSTALLATI... | DUAL GEN5 30 DGE SIDE MOUNT W/ INTEGRATED FMM |
| | NECK MOUNTING BLOCK ASSY |
| PARTS | CUSTOM TANK MOUNTING STRUCTURE ASSM |
| PARTS | ALUMINUM CYLINDER ENCLOSURE (COLOR MATCHED TO BODY) |
| PARTS | HIGH PRESSURE FITTINGS & LINES |
| PARTS | HARDWARE |
| PARTS | FUEL SYSTEM FREIGHT TO SCRANTON, IA |
| PARTS | CNG FUEL |
| | AUXILIARY NGV-1 FRONT FILL PORT |
| PARTS | |
| MISC. | AGILITY BLUE iQ TECHNOLOGY |
| MISC. | |
| MISC. | |
| | TERMS ARE NET-30 DAYS |
| | PRICING VALID FOR ORDERS DELIVERED THROUGH 12-31-2023 INSTALLATION IN YUMA, AZ |
| | DELIVERY TIMING: 12 WEEKS A.R.O. |

WE ARE YOUR CNG FLEET SERVICE SOLUTION!

| Phone # | Fax # | Web Site |
|---|---|---|
| (909) 917-8026 | (909) 350-9852 | www.agilityfuelsystems.com |

**City Council/Successor Agency Meeting** **I. 3.**

**DATE:** 02/07/2023

**TO:** Honorable Mayor and City Council Members

**SUBJECT:** Consideration of a contract with Delta Electric LLC for an amount not-to-exceed $363,000 for the Prospect Park Lighting Upgrades Project, waive a minor error in the bid, acceptance of a donation in the amount of $363,000 from Friends of Prospect Park, approve an additional appropriation of the same, and determine that the project is exempt from environmental review pursuant to Section 15303(d) of the State's guidelines implementing the California Environmental Quality Act (Assistant City Manager Boatman)

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## MOTION(S):

If the City Council determines that staff's recommendation is appropriate, the following motions are provided:

1. I move that the City Council determine approval of the public works contract with Delta Electric LLC for the Prospect Park Lighting Upgrades Project is exempt from environmental review pursuant to Section 15303(d) of the State's guidelines implementing the California Environmental Quality Act;

2. I move to accept the monetary donation in the amount of $363,000 from the Friends of Prospect Park for construction of the project and approve an additional appropriation of the same; and

3. I move to waive the minor error in the bid by Delta Electric LLC and approve an award of contract in the amount of $363,000 for the Prospect Park Lighting Upgrades Project No. FCS11012022JN;

## RECOMMENDATION:

Staff recommends that the City Council determine that approval of the contract for the Prospect Park Lighting Upgrades Project is categorically exempt from environmental review in accordance with Section 15303(d) of the State's guidelines implementing the California Environmental Quality Act. Staff further

recommends that the City Council waive the minor error in the bid by Delta Electric LLC, approve an award of contract with Delta Electric LLC for an amount not-to-exceed $363,000 for the Prospect Park Lighting Upgrades Project No. FCS11012022JN, accept the monetary donation in the amount of 363,000 from the Friends of Prospect Park for construction of the project and

**DISCUSSION:**

The Friends of Prospect Park (FOPP) are generously funding this project through monetary donation to the City in the amount of $363,000. As stated in the attached letter from FOPP, "this project will replace the existing obsolete and inoperable lighting with a modern energy-efficient lighting system. The new system will substantially enhance the safety of the park and will greatly enhance the aesthetic of the park while saving the city approximately 30% of the current operating costs". The mission of FOPP is to provide for the perpetuation, beautification, development, and improvement of Prospect Park. Prospect Park is a thirty-six acre community park with natural greenery and landscaping which includes trails, picnic facilities, the historic Carriage House, the Redlands Horticulture and Improvement Society’s (RHIS) Plant Propagation Yard, and approximately twenty-five acres of citrus trees. This park is also home to the Avice Meeker Sewall Theater, which includes an outdoor amphitheater with a seating capacity of more than 400. The theater's main attraction is the Redlands Summer Theater Festival, which occurs annually.

The park's existing light poles and fixtures, along portions of the existing pathways and access roads, are antiquated and have experienced a series of failures and outages over the past decades. City staff conducted an inspection in early 2021 and confirmed that the existing lighting infrastructure is at a point where repairs are either not possible or sustainable. In addition to the components that are in need of replacement, there are several locations in the park that are not lit and need lighting. In May of 2021, staff proceeded with issuing a request for proposals (RFP) for the design of an updated park lighting system. The project design RFP was followed by a request for bids (RFB) for construction. The scope of the project consists of the removal and replacement of the existing light poles and fixtures as well as a plan to extend the lighting system. The new system will utilize the existing 480v power system and include as much of the existing conduit, wire and pull boxes as feasible.

Intelligent Lighting Systems prepared the plans and specifications, and city staff advertised the project on November 1st, 2022. The City Clerk's office received and opened eight (8) bids for the project on November 22, 2022. All bids were reviewed by staff to determine if they were responsive to bid requirements. Based on the attached bid analysis, Delta Electric LLC is the lowest responsive and responsible bidder. After presenting and conferring with the donating party, the contract value was reduced from the total bid amount, of $477,342,  to the base bid plus bid additive B, which totaled $363,000. Therefore, it is

recommended that the City Council award a construction contract to Delta Electric LLC, for an amount not-to-exceed $363,000.The award of contract will include the Base Bid and Additive B.

The following eight (8) Project bids were received before the submittal deadline:

| BID OPENING REPORT SUMMARY | | |
|---|---|---|
| **BIDDER** | **BID AMOUNT** | **(Base Bid + Additive B)** |
| 1. Delta Electric LLC* | $477,342.00 | $363,000.00 |
| 2. VT Electric, Inc. | $594,810.00 | $471,975.00 |
| 3. Towo Enterprise Inc * | $688,300.00 | $496,900.00 |
| 4. Budget Electrical Contractors, Inc. * | $726,000.00 | $544,000.00 |
| 5. Armstrong Cal Builders Inc. | $779,500.00 | $627,500.00 |
| 6. Jcos Development, Inc. * | *$935,800.00 | $768,800.00 |
| 7. ProCal Lighting Inc. ** | $1,050,000.00 | $820,000.00 |
| 8. My Electrician Inc. | $1,645,000.00 | $1,295,000.00 |

*The total base bid price and bid additives (A & B) prices were provided but were not totaled correctly. The bidder copied the bid additive price and placed it in the Base bid plus additive bid cell.
** The bidder did not submit the sub's qualification statement, therefore determined a non-responsive bidder.

The project is categorically exempt from environmental review in accordance with Section 15303(d) of the State's guidelines implementing the California Environmental Quality Act (CEQA) as the project involves the removal and replacement of the existing light poles and extending light poles.

**ALTERNATIVES:**

The City Council may elect not to accept the donation and/or approve the award of the contract.

**STRATEGIC PLAN:**

Not applicable

**SUBMITTED BY:**
Chris Boatman, Assistant City Manager

**RECOMMENDED BY:**
Charles M. Duggan Jr., City Manager

**REVIEWED BY:**
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director

**PREPARED BY:**
Jawad Naderi, Associate Engineer

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## Fiscal Impact

| | |
|---|---|
| **Fiscal Year:** | FY 2022-24 |
| **Revenue Generating:** | N |
| **Appropriation Required Y/N:** | Y |
| **Amount:** | $399,300.00 |
| **Budgeted Y/N:** | Y |
| **Account No.:** | 1013038501 |

**Discussion:**

The total cost of the project will be $399,300 ($363,000.00 plus a 10% contingency of $36,300). This project will be funded by FOPP through monetary donation. In the event that the project requires the use of contingency funds, FOPP has indicated that they will reimburse the City.

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## Attachments

Donation Form
Letter
Delta Electric, LLC Agreement
Additional Appropriation
Bid Opening Report
Bid Analysis

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City of Redlands
Donation Acknowledgement Form

REDLANDS "A City That Works"

Management Services/ Finance Department
Revenue Division
35 Cajon Street, Suite 15 B
Redlands, CA 92373
Phone: 909-798-7544

**DONOR INFORMATION**

Company/Individual: FRIENDS OF PROSPECT PARK

Contact person: ANDREW HARTZELL

Address: 1437 ELIZABETH CREST DR

City/State/Zip: REDLANDS CA 92373

Phone: 909-553-0053 Email: ANDYHARTZELL2@GMAIL.COM

**DONATION INFORMATION**

Amount of Monetary Donation: $363,000

Stated Purpose for Donation: PROSPECT PARK PATHWAY LIGHTING PROJECT

Any Donor-Specified Restrictions on the Use of the Donation:

NONE

Donor Signature: Andrew Hartzell

Date Accepted: _____

Signature of City Representative: _____

*Thank you for your donation to the City of Redlands.*
*The Management Services/ Finance Department will be in touch with you shortly.*
*Your generosity is appreciated.*



# Friends of Prospect Park

December 7, 2022

Mr. Christopher Boatman
Assistant City Manager
Director, Facilities and Community Services Department
City of Redlands
35 Cajon St Suite 222 (2nd Floor)
Redlands, Ca 92373

RE: Directed Donation for Prospect Park Pathway Lighting

Dear Mr. Boatman:

It is with great pleasure and pride that the Friends of Prospect Park offers to donate to the City of Redlands the amount of $363,000, to be used by the city to fund the Prospect Park Pathway Lighting project, as specified in the city's recent request for bids. As you know, this project will replace the existing obsolete and inoperable lighting with a modern energy efficient lighting system. The new system will substantially enhance the safety of the park and will greatly enhance the aesthetics of the park, while saving the city about 30% of the current operating costs. We appreciate the opportunity to partner with the city to accomplish this very important improvement to the park. We propose to pay the city incrementally, as progress payments become due to the contractor.

I would also like to commend your staff, who have diligently worked to transform this project from idea to reality. We look forward to our continuing partnership, working for the benefit of city residents and park users.

Sincerely,

Andrew Hartzell, President

# PUBLIC WORK CONSTRUCTION CONTRACT

This Public Work Construction contract ("Contract") is made and entered into this 7th day of February 2023, by and between the City of Redlands, a municipal corporation, organized and existing under the laws of the State of California (hereinafter "City"), and Delta Electric, LLC, a California limited liability company (hereinafter "Contractor"). City and Contractor are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

In consideration of the mutual promises contained herein, City and Contractor agree as follows:

1. **SCOPE OF WORK:** Contractor shall furnish all materials and will perform all of the work for the following: Prospect Park Lighting Upgrades, Project No. FCS11012022JN, complete all items as required by the Contract Documents (as herein defined) and Specifications for City's Prospect Park Lighting Upgrades, Project No. FCS11012022JN (the "Work").

2. **CONTRACT SUM:** City shall pay Contractor the sum of Three hundred sixty-three thousand dollars ($363,000.00) as consideration for its performance of the Work in accordance with the terms and conditions set forth in the Contract Documents. Pursuant to Public Contract Code Section 22300, Contractor has the option to deposit securities with an escrow agent as a substitute for retention of earnings required to be withheld by City pursuant to an escrow agreement as set forth in Public Contract Code section 22300.

3. **TIME FOR COMPLETION:** The Work shall be completed within Ninety (90) calendar days from and after the date of City's issuance of a Notice to Proceed to Contractor.

4. **LIQUIDATED DAMAGES:** Contractor's failure to complete the Work within the time allowed will result in damages being sustained by City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. Accordingly, Contractor shall pay to City, or have withheld from monies due to Contractor, the sum of five hundred dollars/cents ($500) for each consecutive calendar day in excess of the specified time for completion of the Work. Execution of this Contract shall constitute agreement by City and Contractor that five hundred dollars ($500) per day is the estimated damage to City caused by the failure of Contractor to complete the work within the allowed time. Such sum is liquidated damages and shall not be construed as a penalty, and may be deducted from payments due Contractor if such delay occurs.

5. **CONTRACT DOCUMENTS:** This Contract incorporates by reference the following: Notice Inviting Bids, Instructions to Bidders, Contractor's Proposal, Bid Bond, Agreement, Performance Bond, Labor and Material Bond, Plans, General Conditions, Special Provisions and Specifications, and any addenda thereto (collectively, the "Contract Documents").

6. **ATTORNEYS' FEES:** In the event any action is commenced to enforce or interpret the terms or conditions of this Contract, or the Contract Documents, the prevailing Party in such action, in addition to any costs and other relief, shall be entitled to recover its reasonable attorneys' fees, including fees for use of in-house counsel by a Party.

7. **RESOLUTION OF CONSTRUCTION CLAIMS:** Claims by Contractor in the amount of three hundred seventy-five thousand dollars ($375,000) or less shall be made by Contractor and processed by the City pursuant to the provisions of Part 3, Chapter 1, Article 1.5 of the Public Contract Code (commencing with Section 20104). All claims shall be in writing and include the

documents necessary to substantiate the claim. Nothing in subdivision (a) of Public Contract Code Section 20104.2 shall extend the time limit or supersede the notice requirements provided in this case from filing claims by Contractor.

8. **ELIGIBILITY OF CONTRACTOR/SUBCONTRACTOR:** Contractor and all of its subcontractors shall abide by California Public Contract Code, Section 6109, and California Labor Code Sections 1777.1 and/or 1777.7, and certify that they are not debarred and are eligible to work on this project.

9. **ASSIGNMENT OF AGREEMENT:** No assignment by a Party of any rights or interests under this Contract shall be binding on another Party without the written consent of the Party sought to be bound.

10. **SUCCESSORS AND ASSIGNS:** City and Contractor each binds itself and their respective successors and assigns in respect to all covenants, agreements, and obligations contained in the Contract Documents.

11. **SEVERABILITY:** Any provision or part of the Contract Documents held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon City and Contractor.

[SIGNATURES ON NEXT PAGE]

**IN WITNESS WHEREOF,** the Parties hereto have executed this Contract the day and year first written above.

CITY OF REDLANDS

**(SEAL)**

By:_____
Eddie Tejeda, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

**(SEAL)**

DELTA ELECTRIC, LLC

By:_____
Rolando Estevez

__President_____
Title

_____
Signature of Authorized Agent (if necessary)

_____
Title

_581045_____
Contractor's License No.

## WORKER'S COMPENSATION INSURANCE CERTIFICATION

Description of Contract: City of Redlands
Facilities and Community Services Department
Prospect Park Lighting Upgrades
Project No. FCS11012022JN

Every employer, except the State, shall secure the payment of compensation in one or more of the following ways:

a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
b. By securing from the Director of Industrial Relations, a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

CHECK ONE

_____I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work and activities required or permitted under this Agreement. (Labor Code §1861).

_____I affirm that at all times, in performing the work and activities required or permitted under this Agreement, I shall not employ any person in any manner such that I become subject to the workers' compensation laws of California. However, at any time, if I employ any person such that I become subject to the workers' compensation laws of California, immediately I shall provide the City with a certificate of consent to self-insure, or a certification of workers' compensation insurance.

I certify under penalty of perjury under the laws of the State of California that the information and representations made in this certificate are true and correct.

Dated this _____ day of _____, 2023.

__Delta Electric, LLC_____
(Contractor)

_____
Rolando Estevez

_____President_____
(Official Title)

(SEAL)

(Labor Code Section 1861 provides that the above certificate must be signed and filed by the Contractor with the Owner prior to performing the work of the contract.)

## FAITHFUL PERFORMANCE BOND

Whereas, the City of Redlands ("City"), State of California, and Delta Electric, LLC (hereinafter designated as "Principal") have entered into an agreement dated February 7th, 2023 ("Agreement") whereby Principal agrees to install and complete certain public improvements (the "Work"), which said Agreement is identified as Prospect Park Lighting Upgrades, Project No. FCS11012022JN and is hereby referred to and made a part hereof; and

Whereas, said Principal is required under the terms of the Agreement to furnish a bond for the faithful performance of the Work, now, therefore, we, the Principal and, _____, as Surety, are held and firmly bound unto the City in the penal sum of Three hundred sixty-three thousand dollars ( $363,000.00) lawful money of the United States, for the payment of which sum we bind ourselves, and our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Agreement and any alteration thereof made as therein provided, on his or its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall faithfully fulfill the one-year guarantee of all materials and workmanship, and shall defend, indemnify and save harmless the City and its elected officials, officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligations, all to be taxed as costs and included in the judgment rendered.

As a condition precedent to the satisfactory completion of the Work, the above obligation shall hold good for a period of one (1) year or longer if required by the Agreement after the acceptance of the work by the City, during which time if the Principal shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage made evident during this period from the date of completion of the Work, and resulting from or caused by defective materials or faulty workmanship, the above obligation in penal sum thereof shall remain in full force and effect. The obligations of Surety hereunder shall continue so long as any obligation of the Principal remains.

Whenever the Principal shall be, and is declared by the City to be, in default under the Agreement, the City having performed the City obligations thereunder, the Surety shall promptly remedy the default, or shall promptly, at the City's option:

1. Complete the Work in accordance with its terms and conditions; or

2. Obtain a bid or bids for completing the Work in accordance with its terms and conditions, and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a contract between such bidder and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Work less the balance of the Agreement price,

but not exceeding, including other costs and damages for which Surety may be liable hereunder, the amount set forth above. The term "balance of the Agreement price," as used in this paragraph, shall mean the total amount payable to the Principal by the City under the Agreement and any modifications thereto, less the amount previously properly paid by the City to the Principal.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal.

Surety shall not utilize the Principal in completing the Work nor shall Surety accept a bid from the Principal for completion of the Work if the City, when declaring the Principal in default, notifies Surety of the City's objection to the Principal's further participation in the completion of the Work.

No right of action shall accrue on the bond to or for the use of any person or corporation other than the City named herein or the successors or assigns of the City. Any suit under this bond must be instituted within the applicable statute of limitations period.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or to the specifications.

No final settlement between the City and the Principal shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied.

The Principal and Surety agree that if the City is required to engage the services of any attorney in connection with the enforcement of this bond, each shall pay the City's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

In witness whereof, this instrument has been duly executed by the Principal and Surety above named, on _____, 2023.

| | |
|---|---|
| (SEAL) | (SEAL) |
| _____ | _____ |
| (Contractor) | (Surety) |
| _____ | BY: _____ |
| (Signature) | (Signature) |
| | Address:_____ |
| | _____ |
| (Seal and Notarial Acknowledgment of Surety) | Telephone (  )_____ |

## LABOR AND MATERIAL BOND

Whereas, the City Council of the City of Redlands, State of California, and Delta Electric, LLC (hereinafter designated as "Principal") have entered into an agreement (the "Agreement") whereby Principal agrees to install and complete certain designated public improvements (the "Work"), which said agreement, dated February 7th, 2023, and identified as _____ is hereby referred to and made a part hereof; and

Whereas, under the terms of the Agreement, Principal is required before commending the performance of the Work, to file a good and sufficient Labor and Material bond with the City of Redlands to secure the claims to which reference is made in Title 3 (commencing with Section 9550) of Part 6 of Division 4 of the Civil Code of the State of California.

Now, therefore, said Principal and the undersigned as corporate surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, material men and other persons employed in the performance of the Agreement and referred to in the aforesaid Code of Civil Procedure in the sum of Three hundred sixty-three thousand dollars (363,000.00) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall insure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 3 (commencing with Section 9550) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition.

[SIGNATURES ON NEXT PAGE]

In witness whereof, this instrument has been duly executed by the Principal and surety above named, on _____, 2023.

| | |
|---|---|
| (SEAL) | (SEAL) |
| _____ | _____ |
| (Contractor) | (Surety) |
| _____ | BY: _____ |
| (Signature) | (Signature) |
| (Seal and Notarial Acknowledgement of Surety) | Address:_____ _____ |
| | Telephone: ( )_____ |

# CITY OF REDLANDS
# REQUEST FOR ADDITIONAL APPROPRIATION

DATE OF REQUEST: 1/19/23

| FINANCE USE ONLY |
|---|
| TRANSACTION NO: |
| ACCOUNTING PERIOD: |

An additional appropriation is hereby requested as follows:

Department: Facilities & Community Services

| EXPENDITURE APPROPRIATION INCREASE (if applicable) | | | | |
|---|---|---|---|---|
| **Account Description** | **Orgkey** | **Object Code** | **Job Ledger (If applicable)** | **Amount** |
| Parks/Betterments | 101303 | 8501 | D303010 | $ 363,000.00 |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | **$** | $ 363,000.00 |

| REVENUE APPROPRIATION INCREASE (if applicable) | | | | |
|---|---|---|---|---|
| **Account Description** | **Orgkey** | **Object Code** | **Job Ledger (If applicable)** | **Amount** |
| Donation | 101303 | 4819 | D303010 | $ 363,000.00 |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | **$** | $ 363,000.00 |

JUSTIFICATION: Donation from Friends of Prospect Park in the amount of $363,000.00 for the Prospect Park Lighting Upgrade Project

Requested By: _____
Department Head

Recommended By Finance Director:

Yes ✓ No _____ Signed _____

Recommended: _____
City Manager

Comments: _____

Approved by City Council:

Date: _____

Signed: _____
City Clerk

**CITY OF REDLANDS**
**Office of the City Clerk**
**BID OPENING REPORT**

The following bids were opened on the **22nd day of November, 2022** at **2:00 p.m.** on behalf of the Facilities and Community Services Department for **Prospect Park Lighting Upgrades – FCS11012022JN**. The bid amounts have not been checked and are subject to correction after the bids have been completely reviewed.

| No. | Name of Bidder | Bid Signed | Bid Bond | Addenda Acknowledged ( N/A ) | Base Bid Amount | Total Bid Amount (Base + Additive A) | Total Bid Amount (Base + Additive A and B) |
|---|---|---|---|---|---|---|---|
| 1 | Delta Electric, LLC, Santa Clarita CA | Yes | Yes | N/A | $323,000.00 | $114,342.00 | $40,000.00 |
| 2 | VT Electric Inc., Ontario CA | Yes | Yes | N/A | $350,705.00 | $473,540.00 | $594,810.00 |
| 3 | Towo Enterprise Inc., Fullerton CA | Yes | Yes | N/A | $420,000.00 | $191,400.00 | $76,900.00 |
| 4 | Budget BEC Electrical Contractors, Redlands CA | Yes | Yes | N/A | $424,000.00 | $182,000.00 | $120,000.00 |
| 5 | Armstrong Cal Builders Inc., Signal Hill CA | Yes | Yes | N/A | $549,000.00 | $701,000.00 | $779,500.00 |
| 6 | JCOS Development Inc., Buena Park CA | Yes | Yes | N/A | $592,800.00 | $167,000.00 | $176,000.00 |
| 7 | ProCal Lighting, Vista CA | Yes | Yes | N/A | $610,000.00 | $840,000.00 | $1,050,000.00 |
| 8 | My Electrician, Menifee CA | Yes | Yes | N/A | $945,000.00 | $350,000.00 | $1,645,000.00 |

***Listed by lowest Base Bid Amount***

Jeanne Donaldson, City Clerk
City of Redlands, California

Emailed: Councilmembers,
City Manager, City Treasurer, PIO, Press
Department Head: Chris Boatman
Staff: Jawad Naderi

**CITY OF REDLANDS**
**FACILITIES AND COMMUNITY SERVICES DEPARTMENT**
BID ANALYSIS

PROJECT NO.FCS11012022JN
PROSPECT PARK LIGHTING UPGRADES

BID DATE: 22-Nov-2022
EST. START DATE: 1-Feb-2022

| Item No. | Bid Item | Quantity | Unit | Delta Electric LLC | | VT Electric, Inc. | | Towo Enterprise Inc | | Budget Electrical Contractors, Inc. | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | Unit Price | Item Price | Unit Price | Item Price | Unit Price | Item Price | Unit Price | Item Price |
| 1 | Mobilization (Maximum 5% of Total Base Bid Price) | 1 | LS | $22,880.00 | $22,880.00 | $25,000.00 | $25,000.00 | $20,000.00 | $20,000.00 | $20,000.00 | $20,000.00 |
| 2 | Installation per plans, Phase 1. | 1 | LS | $300,120.00 | $300,120.00 | $325,705.00 | $325,705.00 | $400,000.00 | $400,000.00 | $404,000.00 | $404,000.00 |
| | **Total Base Bid** | | | | **$323,000.00** | | **$350,705.00** | | **$420,000.00** | | **$424,000.00** |
| **Bid Additive "A"** | | | | | | | | | | | |
| 3 | Installation per plans, Phase 2 | 1 | LS | $114,342.00 | $114,342.00 | $122,835.00 | $122,835.00 | $191,400.00 | $191,400.00 | $182,000.00 | $182,000.00 |
| | **Total Bid Additive** | | | | **$114,342.00** | | **$122,835.00** | | **$191,400.00** | | **$182,000.00** |
| **Bid Additive "B"** | | | | | | | | | | | |
| 4 | Installation per plans, Phase 3 | 1 | LS | $40,000.00 | $40,000.00 | $121,270.00 | $121,270.00 | $76,900.00 | $76,900.00 | $120,000.00 | $120,000.00 |
| | **Total Bid Additive** | | | | **$40,000.00** | | **$121,270.00** | | **$76,900.00** | | **$120,000.00** |
| | **Total Base Bid Plus Additive Bid** | | | | **$477,342.00** | | **$594,810.00** | | **$688,300.00** | | **$726,000.00** |

Addition error, bid additives are provided but not added to the Total

Addition error, bid additives are provided but not added to the Total

Addition error, bid additives are provided but not added to the Total

**CITY OF REDLANDS**
**FACILITIES AND COMMUNITY SERVICES DEPARTMENT**
BID ANALYSIS

PROJECT NO.FCS11012022JN
PROSPECT PARK LIGHTING UPGRADES

BID DATE: 22-Nov-2022
EST. START DATE: 1-Feb-2022

| Item No. | Bid Item | Quantity | Unit | Armstrong Cal Builders Inc. | | Jcos Development, Inc. | | ProCal Lighting Inc. | | My Electrician Inc | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | Unit Price | Item Price | Unit Price | Item Price | Unit Price | Item Price | Unit Price | Item Price |
| 1 | Mobilization (Maximum 5% of Total Base Bid Price) | 1 | LS | $26,500.00 | $26,500.00 | $22,800.00 | $22,800.00 | $10,000.00 | $10,000.00 | $45,000.00 | $45,000.00 |
| 2 | Installation per plans, Phase 1. | 1 | LS | $522,500.00 | $522,500.00 | $570,000.00 | $570,000.00 | $600,000.00 | $600,000.00 | $900,000.00 | $900,000.00 |
| | **Total Base Bid** | | | | **$549,000.00** | | **$592,800.00** | | **$610,000.00** | | **$945,000.00** |
| **Bid Additive "A"** | | | | | | | | | | | |
| 3 | Installation per plans, Phase 2 | 1 | LS | $152,000.00 | $152,000.00 | $167,000.00 | $167,000.00 | $230,000.00 | $230,000.00 | $350,000.00 | $350,000.00 |
| | **Total Bid Additive** | | | | **$152,000.00** | | **$167,000.00** | | **$230,000.00** | | **$350,000.00** |
| **Bid Additive "B"** | | | | | | | | | | | |
| 4 | Installation per plans, Phase 3 | 1 | LS | $78,500.00 | $78,500.00 | $176,000.00 | $176,000.00 | $210,000.00 | $210,000.00 | $350,000.00 | $350,000.00 |
| | **Total Bid Additive** | | | | **$78,500.00** | | **$176,000.00** | | **$210,000.00** | | **$350,000.00** |
| | **Total Base Bid Plus Additive Bid** | | | | **$779,500.00** | | **$935,800.00** | | **$1,050,000.00** | | **$1,645,000.00** |
| | | | | | | Addition error, bid additives are provided but not added to the Total | | Bidder did not submit sub's qualification statement, determined non responsive. | | | |

**City Council/Successor Agency Meeting** **L. 3.**

**DATE:** 02/07/2023

**TO:** The Successor Agency Board of Directors

**SUBJECT:** Approve the regular meeting minutes of December 6, 2022 (Secretary Donaldson)

---

**MOTION:**

I move to approve the regular meeting minutes of December 6, 2022.

---

**Attachments**

Regular meeting minutes of December 6, 2022

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# MINUTES

Regular meetings of the City Council and the Board of Directors of the Successor Agency of the former Redevelopment Agency of the City of Redlands held in the Council Chambers, Civic Center, 35 Cajon Street, on December 6, 2022 at 5:00 P.M.

| | |
|---|---|
| Present: | Paul Barich, Mayor<br>Eddie Tejeda, Mayor Pro Tempore<br>Denise Davis, Council Member<br>Jenna Guzman-Lowery, Council Member<br>Mick Gallagher, Council Member |
| Staff: | Charles M. Duggan, Jr., City Manager; Yvette M. Abich Garcia, City Attorney; Jeanne Donaldson, City Clerk; Janice McConnell, Assistant City Manager; Chris Boatman, Assistant City Manager; Carl Baker, Public Information Officer; Chris Catren, Police Chief; Danielle Garcia, Management Services/Finance Director; Brian Desatnik, Development Services Director; John Harris, Municipal Utilities and Engineering Director; Rich Sessler, Fire Chief |

Mayor Barich called the meeting to order and explained that comments could be presented in-person, via Zoom, via cell phone or landline. This was conducted as a teleconference meeting with Council Member Davis participating remotely and all votes during the meeting were conducted by roll call. He offered the public an opportunity to provide comment on any item on the agenda for the closed session.

PUBLIC COMMENT

AYSO & Sport Park- Seven people, including Ernesto Lemos, Jamie Corbett, Courtney Meyer, Isaiah Lopez, Stephanie Meriaux, Rasu Mathurakku and Bruce Laycook spoke in support of the American Youth Soccer Organization (AYSO), describing several ways in which the program brings exceptional value to the community. They requested the Council delay terminating the contract and accept a 90-day tolling agreement. Stephanie Meriaux, Isaac Villagrana and Isaiah Chavez urged the Council to manage the sports park equitably, allowing programs, other than AYSO, to use the fields, while Jared Gustafsan said mental health benefits are tied to a robust youth program.

CLOSED SESSION

Conference with legal counsel: Anticipated Litigation - Government Code §54956.9(d)(2), and §54956.9(e)(3) (Assistant City Manager Boatman)
A point has been reached where, in the opinion of the City Council on the advice of its legal counsel, based on the below described existing facts and circumstances, there is significant exposure to litigation against the City.

One Case:

a. Receipt of written communication threatening litigation by Burton Haimes, of

Tennenbaum, Helpern, Syracuse, Hirschtritt. A copy is available for public inspection in the City Clerk's Office.

Conference with legal counsel: Anticipated Litigation - Government Code §54956.9(d)(2) and §54956.9 (e)(3) (Assistant City Manager McConnell)
One Case:

a. Facts and circumstances: Consideration of a workers' compensation claim filed by Taylor Shuey

RECONVENE CITY COUNCIL MEETING

The meeting reconvened at 6:19 P.M. with an invocation by Mayor Pro Tem Tejeda followed by the pledge of allegiance to the American flag.

CLOSED SESSION REPORT

City Attorney Abich Garcia announced that no reportable action was taken during the closed session.

PRESENTATIONS

Holiday Performance

The Redlands Girls' Vocal Ensemble, led by Katharine Bond, performed musical selections celebrating the holiday season.

City's 2022 Holiday Video

Public Information Officer, Carl Baker, presented the City's 2022 Holiday video wishing the community a wonderful holiday season.

Mayor Barich announced Item I-23 relating to American Youth Soccer Association (AYSO) would be pulled from the Consent Calendar for discussion by the Council.

PUBLIC COMMENT

National Transgender Day of Remembrance - Twenty- eight speakers voiced their support of the Council for approving the proclamation remembering National Transgender Day promoting a safe environment for queer and trans people. They thanked the City for what they considered to be courageous behavior, standing up to hate. They spoke passionately about the need for inclusivity, kindness and gender-affirming care to help everyone feel safe and accepted. They thought the Gays Against Groomers (GAG) organization was misleading the public with their agenda, which they claimed capitalizes on misinformation and fear. Ana McNaughton suggested the Human Relations Commission could play a vital role in the contentious dialogue.

Eighteen speakers of Gays Against Groomers (GAG) expressed anger and disappointment with Council Members for approving a proclamation remembering National Transgender Day and

they claimed that schools and community leaders were trying to indoctrinate children about sexual and gender identity. Various viewpoints were presented passionately, including, protections under the 1st Amendment provide for freedom of speech to everyone and yet, they said that some of the Council spoke harshly to a member of the audience who addressed them at the November 15 meeting. They thought this behavior showed a lack of leadership on the dais. They also wanted schools to protect students and stop promoting lies and ideologies which they said could cause irrevocable harm to our youth.

Health Facts - Isaac Villagrana said health facts should be based on science and not on divisive talk and finger-pointing. He suggested health education be returned to the RUSD curriculum.

AB 1177 - Jonathan Shidler was in favor of forming a commission to review AB 1177 known as the Public Banking Option Act, related to providing basic financial services to all residents, including underbanked households and unemployed residents who often don't have access to traditional and affordable financial services.

Homelessness- Luis Camargo complained about the growing homeless population near Orange and Lugonia. He said he had witnessed blatant drug use and vandalism, and he urged the City to take action to address the problem.

Mayor Barich called for a brief recess at 9:04 P.M. The Council Meeting reconvened at 9:16 P.M.

CONSENT CALENDAR

Minutes

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Mick Gallagher, the City Council unanimously approved, by roll call vote, the regular meeting minutes of November 15, 2022, the special meeting minutes of November 15, 2022, and the special meeting minutes for July 29, 2022.

**Vote:** 5 - 0 Passed

Student Commissioner Appointments

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Mick Gallagher, the City Council unanimously appointed, by roll call vote, Kelechi Amobi, Citrus Valley High School, to serve as the student commissioner on the Human Relations Commission for calendar year 2023; appointed Johnathan Ghazal, Redlands East Valley High School, to serve as the student commissioner on the Traffic and Parking Commission for calendar year 2023; and appointed Nikitas Jos, Redlands High School, to serve as the student commissioner on the Parks and Recreation Advisory Commission for calendar year 2023.

**Vote:** 5 - 0 Passed

Parks and Recreation Advisory Commission Appointment

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Mick Gallagher, the City Council unanimously appointed, by roll call vote, Scott Carlson to serve the remainder of a four-year term on the Parks and Recreation Advisory Commission ending March 1, 2025.

**Vote:** 5 - 0 Passed

Resolution No. 8411 Remote Teleconference Meetings

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Mick Gallagher, the City Council unanimously approved, by roll call vote, Resolution No. 8411 authorizing remote teleconference meetings by the City Council and all Boards, Commissions, and Committees of the City in accordance with Assembly Bill 361 (2021) for a period of 30 days.

**Vote:** 5 - 0 Passed

Ordinance No. 2952 City Procurement Business Preference Program

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Mick Gallagher, the City Council unanimously adopted, by roll call vote, Ordinance No. 2952, amending Chapter 2.16 of the Redlands Municipal Code relating to the establishment of a business preference program for City procurement. The ordinance provides for an 8% local preference applicable to businesses operating within the City for procurement of supplies, materials, equipment and specialized goods; and provides for a 2% preference for County of San Bernardino businesses for procurement of supplies, materials, equipment and specialized goods and provides a four-year sunset provision for the increased local preference, with an end-date of December 31, 2026. The existing 1% local preference that generates sales tax dollars, would be reinstated on January 1, 2027.

**Vote:** 5 - 0 Passed

Resolution No. 8406 City Employee Salary Schedule

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Mick Gallagher, the City Council unanimously approved, by roll call vote, Resolution No. 8406 establishing a Salary Schedule and Compensation Plan for City Employees and Rescinding Resolution No. 8352. Position changes were made in Municipal Utilities and Engineering, Facilities and Community Services, and Police and Fire Departments. Salary adjustments have also been made to full and part-time positions as necessary to maintain compliance with minimum wage requirements.

**Vote:** 5 - 0 Passed

RAMME & RCSEA Side Letter Agreements

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Mick Gallagher, the City Council unanimously approved, by roll call vote, the Side Letter Agreements between the City and the Redlands Association of Mid-Management Employees and the Redlands Civilian Safety Employees Association. The agreements provide for a $3,500 retention bonus for its employees. All other provisions of the Memorandum of Understanding between the City and RAMME and RCSEA employees are unaffected by this agreement.

**Vote:** 5 - 0 Passed

Resolution No. 8423 Time Extension CRA No. 907

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Mick Gallagher, the City Council unanimously approved, by roll call vote, Resolution No. 8423 to authorize a one-year time extension to the expiration date of Commission Review and Approval No. 907 to construct one commercial office building totaling approximately 7,198 square-feet in size located at 1702 West Park Avenue (APN: 0292-155-22-0000).

**Vote:** 5 - 0 Passed

Ordinance No. 2951 Self-Storage Facilities

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Mick Gallagher, the City Council unanimously approved, by roll call vote, Ordinance No. 2951 (Ordinance Text Amendment No. 363 - Second Reading) to amend the Redlands Municipal Code Section 18.96.070 for the Highway Commercial (C-4) zone to permit self-storage facilities as a conditional use subject to a Conditional Use Permit on properties in the C-4 zone that are a minimum of five acres in size.

**Vote:** 5 - 0 Passed

Utility Customer Management Database Invoice Payment

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Mick Gallagher, the City Council unanimously approved, by roll call vote, payment of the invoice to Systems & Software, Inc. for support of the enQuesta Utility Database for Customer Management in an amount not-to-exceed $188,415 for annual software maintenance and support.

**Vote:** 5 - 0 Passed

Grant Acceptance State Library Building Forward

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Mick Gallagher, the City Council unanimously accepted, by roll call vote, the California State Library Building Forward Grant in the amount of $445,035 for the Lower Level Revive Project at the A.K. Smiley Public Library; approved an additional appropriation of the same; and adopted Resolution No. 8417 authorizing the City Manager or his designee to execute the Grant Agreement, and all other related documents.

**Vote:** 5 - 0 Passed

Ordinance No. 2946 Prima Facie Speed Limits

Municipal Utilities and Engineering Director Harris reviewed Ordinance No. 2946, amending Chapter 10.24 of the Redlands Municipal Code to establish prima facie speed limits for various streets throughout the City. He pointed out this was the second reading and on November 15, 2022, a public hearing was conducted to receive public input. In accordance with the CVC, City staff contracted with RK Engineering Group, Inc to perform traffic surveys on various street segments throughout the City. The recommended speed limits identified in the RK summary report titled "2021 Engineering and Traffic Survey" (2021 E&TS) was approved by the Traffic and Parking Commission on March 2, 2022 and was accepted by City Council on June 7, 2022 with adoption of Resolution No. 8348.

This methodology used was founded on the premise that a reasonable speed limit is one that conforms to the actual behavior of the majority of vehicle operators within a street corridor. Speed limits that are established based on this methodology reduce the variance in vehicle speeds. The CAMUTCD allows the City Engineer discretion to adjust the 85$^{th}$ percentile speed up or down by five (5) miles per hour in consideration of physical or environmental conditions that may impact vehicle operator behavior.

As public comment, Chris Deveau, Jim D'Amico, Sarah and Camille strongly urged the Council to reconsider increasing the speed limit on Alta Vista to 40 mph and requested it remain at 35 mph. They pointed out the street included several twists and turns, creating blind spots, and they said that pedestrians and cyclists would be in danger because the street lacked proper sidewalks and shoulders. They thought the methodology was flawed and that residents should have been included in the discussion. Council Members and staff discussed at length state law and considered options that might be available to provide safe environments for all street users. It was agreed that a new survey should be ordered once the state law allowed the City Engineer more discretion to adjust speed limits.

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Mick Gallagher, the City Council unanimously adopted, by roll call vote, Ordinance No. 2946, amending Chapter 10.24 of the Redlands Municipal Code to establish prima facie speed limits for various streets throughout the City of Redlands.

**Vote:** 5 - 0 Passed

Amending Agreement EVC Bike Route Interconnect Project

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Mick Gallagher, the City Council unanimously approved, by roll call vote, the First Amendment to the Professional Services Agreement with KOA Corporation to extend the termination date to December 31, 2023 for the East Valley Corridor Bike Route Interconnect Project.

**Vote:** 5 - 0 Passed

Amending DIF Study Professional Services Agreement

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Mick Gallagher, the City Council unanimously approved, by roll call vote, the Second Amendment to the Development Impact Fee Study Professional Services Agreement with David Taussig and Associates, Inc. to extend the termination date to December 31, 2023.

**Vote:** 5 - 0 Passed

Asset Management System Agreement

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Mick Gallagher, the City Council unanimously approved, by roll call vote, the First Amendment to the Professional Services Agreement with Sedaru, Inc. to expand the scope of work to provide an asset management system for street maintenance, and increase the service fee by $65,000.

**Vote:** 5 - 0 Passed

Rejects Bids Sunset Temporary Reservoir Replacement Project

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Mick Gallagher, the City Council unanimously approved, by roll call vote, to reject all bids for the Sunset Temporary Reservoir Replacement Project. Staff recommended rejecting all bids and postponing the Project until the Initial Study/Mitigated Negative Declaration (IS/MND) was complete and a California Water Board Division of Drinking Water permit has been issued.

**Vote:** 5 - 0 Passed

Amending Agreement for Water Treatment Plant Sludge Press Engineering Project

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Mick Gallagher, the City Council unanimously approved, by roll call vote, the First Amendment to the Professional Services Agreement with Dudek for the Hinckley Water Treatment Plant Sludge Press Engineering Project to extend the project completion deadline to December 31, 2023.

**Vote:** 5 - 0 Passed

Polygraph Services Contract SB County

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Mick Gallagher, the City Council unanimously approved, by roll call vote, the agreement with the San Bernardino County Sheriff's Department to provide pre-employment polygraph examinations for applicants and to authorize the Chief of Police to execute the agreement.

**Vote:** 5 - 0 Passed

Police Department Vehicle for Specialized Investigations

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Mick Gallagher, the City Council unanimously approved, by roll call vote, the agreement between the City of Redlands and Nationwide Mutual Insurance Company for the Redlands Police Department to utilize a vehicle from Nationwide Mutual Insurance Company in specialized investigations involving GPS technology.

**Vote:** 5 - 0 Passed

MOU Inland Regional Narcotics Enforcement

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Mick Gallagher, the City Council unanimously approved, by roll call vote, the Memorandum of Understanding (MOU) with the Inland Regional Narcotics Enforcement Team (IRNET) and authorized the Chief of Police to sign.

**Vote:** 5 - 0 Passed

Artwork Loan and Display Agreements

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Mick Gallagher, the City Council unanimously determined, by roll call vote, that approval of the Artwork Loan and Display Agreements are exempt from environmental review pursuant to Section 15301 of the State's guidelines implementing the California Environmental Quality Act; and approved three Artwork Loan and Display Agreements with Rude Calderon, Chad La Fever, and John and Nicolas Meyer.

**Vote:** 5 - 0 Passed

Furniture Purchase Orders

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Mick Gallagher, the City Council unanimously approved, by roll call vote, cooperative purchase orders with Trendway Furniture in an amount not to exceed $45,273 and with Global Industries in an amount not to exceed $112,421 for furnishings at the State Street City Hall facility located at 300 E. State Street; approved a sole source purchase order with Consolidated Office Systems in an amount not to exceed $26,176 for installation of the furnishing; and approved an additional appropriation in the amount of $183,870.

**Vote:** 5 - 0 Passed

AYSO Reimbursement of Funds for Redlands Sports Park Construction

Assistant City Manager Boatman provided background of the proposed disbursement of $207,768 to the American Youth Soccer Association ("AYSO") as pro-rated reimbursement of funds received in connection with the City's construction of the Redlands Sports Park. Staff recommended to move forward with the disbursement of funds. AYSO has been a valued partner of the City since 2008 but inflation for maintenance costs have significantly increased yet AYSO's maintenance contribution has only increased marginally and it now pays far less than any other youth sports organization. City Manager Duggan reiterated the City would also work with AYSO to grant them a permit so they can continue the program through the next year and the City would continue a dialogue with them to negotiate a new contract.

As public comment, Norma Mendez, Michael Reynaga, Denise Key Igbinosun and two audience members agreed AYSO was a great program that served many young people, but they pointed out it was not the only program, and they urged the Council to promote an equitable plan for sharing the fields, allowing more groups to participate. In support of AYSO, Nicole Madsen and Eric Holliday said that AYSO stood for inclusivity, with a mission that promotes every player must play, and they added that Region 50 offered even more opportunities to participate with their VIP (special needs) program.

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Mick Gallagher, the City Council unanimously approved, by roll call vote, a disbursement of $207,768 to the American Youth Soccer Association (AYSO) as pro-rated reimbursement of funds received in connection with the City's construction of the Redlands Sports Park; and approved an additional appropriation from the Parks Development Fund.

**Vote:** 5 - 0 Passed

COMMUNICATIONS

National Community Survey

City Manager Duggan requested the presentation of survey results be postponed to a future meeting and Council Members agreed to table this item until the January 17, 2023 City Council meeting.

Selection Process of Mayor and Mayor Pro Tem

Council Member Davis opened the discussion relating to the process for selecting the Mayor and Mayor Pro Tempore, and their respective terms of office. She proposed a 1-year seniority-based rotation with the most senior Council Member becoming Mayor, and the 2nd most senior serving as Mayor Pro Tem. At the end of the 1-year term, the Mayor Pro Tem would then rotate into the role of Mayor. The proposal also included an "opt-out" clause allowing a Council Member to decline serving as mayor.

Mayor Pro Tem Tejeda proposed a modification to the current code, stipulating a Council Member must agendize their interest in being selected as Mayor or Mayor Pro Tem by their colleagues in

the second regularly scheduled City Council meeting in November coinciding with a statewide general election. Council Members who have declared their interest may be selected by majority vote of their colleagues and serve a term reflecting the two-year statewide election cycle. The proposal allowed for the Mayor and/or Mayor Pro Tem to resign from serving at anytime and the Mayor and/or Mayor Pro Tem may be removed from their position by a majority vote of their colleagues. He also suggested an option to place the question before the voters to create the position of Mayor as elected at-large by the electors once every two years.

Each Council Member offered their thoughts and perspectives regarding the proposals before them. Council Members Guzman-Lowery and Davis pointed out the district boundary maps would need to be redrawn if the voters determined the position of Mayor should be elected at-large and this could be costly, time-consuming and confusing. Council Member Gallagher was comfortable with the present method of selection, adding the system was effective and had withstood the test of time. As public comment, Valerie Roach, Jennifer Kim, Samantha Trad and Karen Brandon supported the annual rotation method as they said it provided more transparency and diversity and reduced bias. They pointed to the survey results showing the various surrounding cities that have already instituted an annual rotation system. Ana McNaughton liked the recommendation to require Council Members to announce their interest in being selected as Mayor or Mayor Pro Tem in advance, but overall, she thought the item was being rushed and she preferred the Council take more time to thoroughly review and consider the matter.

On motion of Mayor Pro Tem Tejeda, seconded by Council Member Gallagher, the City Council, by roll-call vote, failed to direct staff to bring forth proposed changes to the City's Municipal Code for the selection of the Mayor and Mayor Pro Tem as proposed by Mayor Pro Tem Tejeda.

**Vote**: 2-3 Failed
NAY: Mayor Barich, Council Member Davis, Council Member Guzman-Lowery

On motion of Council Member Denise Davis, seconded by Council Member Jenna Guzman-Lowery, the City Council approved, by roll call vote, to direct staff to bring forth proposed changes to the City's Municipal Code for the selection of the Mayor and Mayor Pro Tem as proposed by Council Member Davis, providing for a 1-year seniority-based rotation with the most senior Council Member becoming Mayor, and the 2nd most senior serving as Mayor Pro Tem. At the end of the 1-year term, the Mayor Pro Tem would then rotate into the role of Mayor.

**Vote:** 3 - 2 Passed

NAY: Mayor Pro Tempore Eddie Tejeda
Council Member Mick Gallagher

PUBLIC HEARINGS

Ordinance No. 2948 Fire Code Update

Mayor Barich declared the meeting open as a public hearing and called on Fire Chief Sessler for review of Ordinance No. 2948 amending Chapter 15.20 of the Redlands Municipal Code for the adoption of the 2022 California Fire Code, which incorporates by reference the 2021 International Code, with necessary California amendments. With no further discussion, Mayor Barich closed the public hearing.

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Mick Gallagher, the City Council unanimously adopted, by roll call vote, Ordinance No. 2948 amending Chapter 15.20 of the Redlands Municipal Code for the adoption of the 2022 California Fire Code, which incorporates by reference the 2021 International Code, with necessary California amendments.

**Vote:** 5 - 0 Passed

NEW BUSINESS

Ordinance No. 2940 Official City Seal and City Logos

Public Information Officer Carl Baker discussed the City Seal and City Logo and reviewed Ordinance No. 2940, proposing to amend Chapter 1.08 of the Municipal Code regarding Custody and Use of the Official City Seal and City Logos, Badges and Patches. In early 2022, Mayor Paul Barich commissioned Pennington Designs to create a new logo for the City. In June 2022, the City Council adopted the new city logo and following the adoption of the logo, Mayor Barich donated the logo and all graphics, proofs, drafts and other items associated with the logo to the City. All intellectual property rights, including any rights to do any act necessary to secure copyright or trademark registration, renewals, reissues, and extensions are the property of the City. The ordinance will provide for adopted policies and detailed regulations for the use of the Official City Seal or any other City logos, badges or patches.

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously introduced, by roll call vote, Ordinance No. 2940 amending Chapter 1.08 of the Municipal Code regarding custody and use of the Official City Seal and City Logos, Badges and Patches and determined that the Ordinance is exempt from environmental review under the California Environmental Quality Act pursuant to Section 15061(b)(3) of the State's Guidelines.

**Vote:** 5 - 0 Passed

Contract Award 2022 Citywide Sidewalk and ADA Ramp Replacement

Municipal Utilities and Engineering Director Harris presented a Public Work Construction Contract with Tryco General Engineering for the 2022 Citywide Sidewalk and ADA Ramp Replacement Project for an amount not-to-exceed $1,000,000. The Project will replace approximately 3 miles of lifted and broken sidewalks and forty-five ADA curb ramps in various locations throughout the City.

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously determined, by roll call vote, that approval of the 2022 Citywide Sidewalk and ADA Ramp Replacement Project is exempt from environmental review in accordance with Section 15301(c) of the State's Guidelines implementing the California Environmental Quality Act; approved the 2022 Citywide Sidewalk and ADA Ramp Replacement Project plans and specifications, and awarded the Public Work Construction Contract to Tryco General Engineering for an amount not to-exceed $1,000,000.

**Vote:** 5 - 0 Passed

Wellhead Perchlorate Treatment Project Agreement

Municipal Utilities and Engineering Director Harris detailed the Professional Services Agreement with Dudek for the Wellhead Perchlorate Treatment Project for an amount not to exceed $512,170. Perchlorates are commercially produced salts that are primarily used as oxidizers for pyrotechnic devices and are commonly used in rocket fuels and fertilizers and trace amounts of perchlorate persist in the Bunker Hill Basin and have been detected at four City groundwater well sites. In preparation of the anticipated perchlorate MCL reduction threshold, staff developed a scope of work to engineer a treatment solution at the City's groundwater well sites.

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously determined, by roll call vote, that the Wellhead Perchlorate Treatment Project is exempt from environmental review pursuant to Section 15301(b) of the California Environmental Quality Act; approved the Professional Services Agreement with Dudek for the Wellhead Perchlorate Treatment Project for an amount not-to-exceed $512,170.

**Vote:** 5 - 0 Passed

Redlands Bowl Re-Stucco Project Contract Award

Assistant City Manager Boatman introduced the need for the Public Work Construction Contract with K.C. Restoration Co., Inc. for an amount not-to-exceed $258,188.97 for the Redlands Bowl Re-Stucco Project. He pointed out an arithmetic error was discovered in the bid proposal, showing bid Item #3 and #4 were not correctly multiplied. The total bid amount was corrected based on the given unit price, which did not affect the ranking. He announced the work is in preparation for the 100-year anniversary of the Bowl next year.

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Mick Gallagher, the City Council unanimously determined, by roll call vote, that approval of the Public Work Construction Contract with K.C. Restoration Co., Inc. for the Redlands Bowl Re-Stucco Project is exempt from environmental review pursuant to Section 15301 of the State's guidelines implementing the California Environmental Quality Act; approved the additional appropriation of $284,007.87 as detailed in the staff report; agreed to waive the minor error in the bid by K.C. Restoration Co., Inc.; and approved an award of the Public Work Construction Contract in the amount of $258,188.97 to K.C. Restoration Co., Inc. for the Redlands Bowl Re-Stucco Project.

**Vote:** 5 - 0 Passed

Arts and Culture Master Plan

Assistant City Manager Boatman offered background related to the recommendation by the Cultural Arts Commission to develop an Arts and Culture Master Plan. On September 13, 2021, the Commission recommended the City Council direct staff to prepare a request for proposal for the development of an Arts and Culture Master Plan and designate funding in the amount of $100,000. The Commission views the Plan as a necessary tool to ensure that art is promoted and utilized in a cohesive and intentional manner throughout the community. He reviewed the AEP5

Study which documented the economic contributions of the arts in 341 communities and regions across the country, and the economic impact for Redlands from nonprofit arts and culture organizations and their audiences was found to support 416 full-time equivalent jobs, with over $609,000 in revenue generated for local government and over $3,390,000 in event-related expenditures annually.

As public comment, Tristan Clark stated he very much appreciated the new paintings on the local bus stop benches. Council Members Davis and Guzman-Lowery enthusiastically supported exploring this further.

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Denise Davis, the City Council unanimously agreed, by roll call vote, to direct staff to advertise a request for proposal for the development of an Arts and Culture Master Plan.

**Vote:** 5 - 0 Passed

COUNCIL MEMBER ANNOUNCEMENTS AND ACTIVITIES

Mayor Barich announced the Christmas parade was a great success and he thanked the RPOA for hosting two separate Thanksgiving dinners recently.

ADJOURNMENT

There being no further action required the meeting adjourned at 10:52 P.M. The next regular meeting of the City of Redlands City Council will be held on December 20, 2022.

SUCCESSOR AGENCY OF THE FORMER REDEVELOPMENT AGENCY OF THE CITY OF REDLANDS

Chairman Barich called the meeting to order and offered anyone present the opportunity to address the Board on any subject not already on the agenda, within the jurisdiction of the Successor Agency.

PUBLIC COMMENT

None forthcoming

Minutes

On motion of Vice Chair Tejeda, seconded by Board Member Gallagher, the minutes of the regular meeting of November 1, 2022 were unanimously approved.

Vote: 5 - 0 Passed

ADJOURNMENT

There being no further business, the Successor Agency Board of Directors' meeting was adjourned at 10:53 P.M. The next regular meeting of the Agency will be held on February 7, 2023.